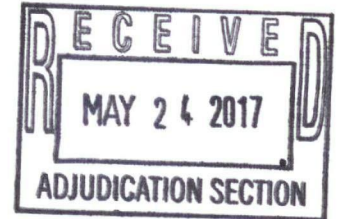




May 23, 2017

VIA FEDERAL EXPRESS

Bureau of Ocean Energy Management
Adjudication Unit
Gulf of Mexico Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123



Attn: Ms. Colette Worcester

Re: Request for Non-Required Filing
UCC-3 Amendment
Third Amendment to August 2009 Mortgage
Bank of America/Castex Offshore, Inc.

Dear Ms. Worcester;

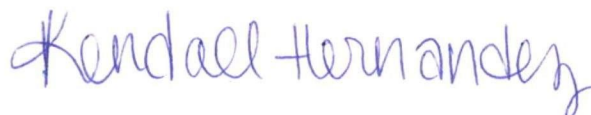
It is requested that this letter, together with the attached UCC3 Amendment for the Third Amendment to an original Mortgage filed August 2009 between Bank of America, N.A. as Administrative Agent and Castex Offshore, Inc. (*whose qualification number is noted as being #2970*) as Debtor and filed in Iberia Parish - be stamped and filed in the Non-Required Filings maintained for OCS-G 03194, OCS-G 04232, OCS-G 5431, OCS-G 08461, OCS-G 17888, OCS-G 17912, OCS-G 17942, OCS-G 20051, OCS-G 23740, OCS-G 24870, OCS-G 25118, OCS-G 28036, OCS-G 31418, OCS-G 33109, OCS-G 33112 and OCS-G 34332. The instrument is described as follows:

- Iberia Parish recorded UCC-3 Amendment to the Third Amendment to Offshore Mortgage dated August 5, 2015 and originally filed on August 13, 2009 between Bank of America, N.A. as Administrative Agent and Castex Offshore, Inc. as Debtor

Castex is respectfully requesting that this document be filed in Category "No. 3, UCC Filings and Financial Statements." Attached to the enclosure is a copy of our Pay.gov receipt (Pay. Gov Tracking ID: 262KJ44F; Agency Tracking ID: 75250655727). We are including a copy of this letter and above referenced instrument to be stamped and returned to us upon approval.

Your cooperation and assistance in this matter is greatly appreciated, should you have any questions regarding this matter, please do not hesitate to contact the undersigned at (281) 878-0056.

Respectfully,



Kendall Hernandez

Land Analyst

khernandez@castexenergy.com

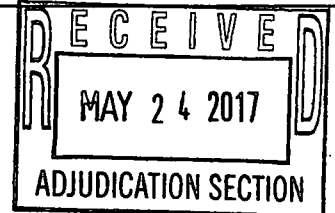
/knh

Enclosures

Iberia Parish Conformed Copy

Michael Thibodeaux
Iberia Parish Clerk of Court
P. O. Drawer 12010
New Iberia, LA 70562-2010
(337) 365-7282

Received From :
Attn: PARRISH MADONIA
CAPITOL CORPORATE SERVICES INC
8550 UNITED PLAZA BLVD, STE 305
BATON ROUGE, LA 70809



First DEBTOR
CASTEX OFFSHORE INC

Index Type : UNIFORM COMMERCIAL CODE

File Number : 2015-00003059

Type of Document : UCC-3 AMENDMENT

Recording Pages : 48

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Iberia Parish, Louisiana

On (Recorded Date) : 08/13/2015

At (Recorded Time) : 11:46:35AM



Doc ID - 008941460048

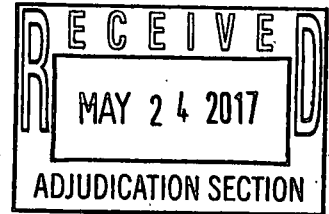
Return To :

COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) CAPITOL SERVICES, INC. |
| B. E-MAIL CONTACT AT FILER (optional) MEL.GLINA@BGLLP.COM |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) Return acknowledgment to: ★ Capitol Corporate Services, Inc. P.O. Box 82530 Baton Rouge, LA 70884 800/408-1262 |



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
23-09-3690 FILED ON 8/31/2009

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

| | | | |
|--------------------------|---------------------|-------------------------------|--------|
| 6b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|--------------------------|---------------------|-------------------------------|--------|

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

| | | | |
|--------------------------|----------------------------------|--|--------|
| 7b. INDIVIDUAL'S SURNAME | INDIVIDUAL'S FIRST PERSONAL NAME | INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|--------------------------|----------------------------------|--|--------|

| | | | | |
|---------------------|------|-------|-------------|---------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---------------------|------|-------|-------------|---------|

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

ALL OF DEBTOR'S RIGHTS, TITLE AND INTERESTS IN, UNDER AND TO THE MORTGAGED PROPERTY (INCLUDING THE SUPPLEMENTAL MORTGAGED PROPERTY) EACH AS DEFINED IN AND MORE FULLY DESCRIBED BY THAT CERTAIN THIRD AMENDMENT AND SUPPLEMENT TO MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN FOR ALL PURPOSES.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT

OR

| | | | |
|--------------------------|---------------------|-------------------------------|--------|
| 9b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|--------------------------|---------------------|-------------------------------|--------|

10. OPTIONAL FILER REFERENCE DATA:
060877.091247 - LA - IBERIA PARISH

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
23-09-3690

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

| | |
|---|--------|
| 12a. ORGANIZATION'S NAME BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT | |
| OR | |
| 12b. INDIVIDUAL'S SURNAME | |
| FIRST PERSONAL NAME | |
| ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction Item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

| | | | |
|--|---------------------|-------------------------------|--------|
| 13a. ORGANIZATION'S NAME CASTEX OFFSHORE, INC. | | | |
| OR | | | |
| 13b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in Item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

EXHIBIT "A"

**THIRD AMENDMENT AND SUPPLEMENT
TO MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT,
FINANCING STATEMENT AND FIXTURE FILING**

FROM

CASTEX OFFSHORE, INC.,
as Mortgagor
(Last Four Digits of Taxpayer I.D. No. 8432)
(Organizational No. 800998310)

TO

BANK OF AMERICA, N.A.,
in its capacity as Administrative Agent,
as Mortgagee
(Last Four Digits of Taxpayer I.D. No. 2920)

Dated effective August 5, 2015

A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES. THIS INSTRUMENT ALSO SECURES OTHER AMOUNTS PROVIDED HEREIN AND AT LAW. **THIS INSTRUMENT SECURES AN OBLIGATION THAT MAY INCREASE OR DECREASE FROM TIME TO TIME.**

THOSE PORTIONS OF THE MORTGAGED PROPERTY THAT ARE MINERALS OR OTHER SUBSTANCES OF VALUE THAT MAY BE EXTRACTED FROM THE EARTH (INCLUDING, WITHOUT LIMITATION, OIL AND GAS), AND THE ACCOUNTS RELATING THERETO, WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED NOW OR HEREAFTER ON THE PROPERTIES DESCRIBED IN EXHIBIT A TO THE MORTGAGE REFERENCED HEREIN OR DESCRIBED IN EXHIBIT A HERETO. THIS INSTRUMENT ALSO COVERS AS-EXTRACTED COLLATERAL AND GOODS THAT ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH INTEREST IS DESCRIBED IN EXHIBIT A TO THE MORTGAGE REFERENCED HEREIN OR IN EXHIBIT A HERETO.

THIS INSTRUMENT WAS PREPARED BY AND
WHEN RECORDED AND/OR
FILED RETURN TO:

G. Adam Dempsey
Bracewell & Giuliani LLP
711 Louisiana Street, Suite 2300
Houston, TX 77002

*Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)*

**THIRD AMENDMENT AND SUPPLEMENT
TO MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT,
FINANCING STATEMENT AND FIXTURE FILING**

BE IT KNOWN, that on the respective dates set forth in the signature pages below, before us, the respective undersigned Notaries Public duly commissioned and qualified in and for the State and County as indicated on the respective signature pages below, and in the presence of the respective undersigned competent witnesses, personally came and appeared:

CASTEX OFFSHORE, INC., a Texas corporation having its principal office and mailing address at 333 Clay Street, Suite 2000, Houston, Texas 77002 and an organizational identification number of 800998310 and a federal taxpayer identification number whose last four digits are 8432, appearing herein through Matthew T. Brogdon, Vice President, duly authorized by the unanimous written consent of the directors of said corporation, a counterpart original certificate for which is attached hereto as Annex I (herein called the "Mortgagor"); and

BANK OF AMERICA, N.A., a national banking association, having an office and mailing address at 901 Main Street, 14th Floor, Mail Code: TX1-492-14-11, Dallas, Texas 75202-3714, Attention: Henry C. Pennell, and a federal taxpayer identification number whose last four digits are 2920, appearing herein through its undersigned representative, duly authorized hereunto, as administrative agent for the Secured Parties (as defined in the Credit Agreement, defined below) (herein, in such capacity, together with any successor(s) thereto in such capacity, called the "Administrative Agent" or the "Mortgagee");

who, upon being duly sworn by the respective undersigned Notaries Public, did make this THIRD AMENDMENT AND SUPPLEMENT TO MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Amendment"), dated effective August 5, 2015, and state as follows:

1. Castex Energy Partners, L.P., a Texas limited partnership (the "Borrower"), Castex Energy II, LLC (the "General Partner"), Castex Energy 2005, L.P. (the "Limited Partner"), the Administrative Agent, various financial institutions, as lenders thereunder (collectively, together with their respective successors and permitted assigns, the "Original Lenders") and other persons from time to time parties thereto entered into a certain Credit Agreement, dated as of May 15, 2009 (as the same may have been amended, modified, supplemented or restated from time to time prior to August 31, 2011, herein called the "Original Credit Agreement"), pursuant to which, upon the terms and subject to the conditions therein set forth, (i) the Original Lenders made Loans (as defined in the Original Credit Agreement) to the Borrower and (ii) the L/C Issuer (as defined in the Original Credit Agreement) issued, under the several responsibilities of the Lenders, one or more Letters of Credit (as defined in the Original

Credit Agreement) for the account and in the name of the Borrower (and for the benefit of the Borrower and any Subsidiary of the Borrower).

2. The Original Credit Agreement was amended and restated pursuant to that certain Amended and Restated Credit Agreement dated as of August 31, 2011, by and between the Borrower, the Limited Partner, the General Partner, the Administrative Agent, the various financial institutions, as lenders thereunder, and other Persons from time to time parties thereto (as may have been amended, supplemented, amended and restated or otherwise modified prior to the date hereof, the "Existing Credit Agreement");

3. The Existing Credit Agreement was amended and restated pursuant to that certain Second Amended and Restated Credit Agreement, dated as of July 17, 2013, by and among the Borrower, the Limited Partner, the General Partner, the Administrative Agent, the Lenders (as defined therein) and the other persons party thereto in the capacities therein specified (as heretofore amended or otherwise modified and as further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement").

4. In connection with the Original Credit Agreement, the Mortgagor has heretofore executed and delivered to the Administrative Agent, for itself and as agent for the Secured Parties, that certain Mortgage, Assignment, Security Agreement, Financing Statement and Fixture Filing, dated as of August 21, 2009 (the "Original Mortgage") more specifically described (including recordation information) in Schedule I attached hereto, to secure the "Secured Indebtedness" (as defined in the Original Mortgage).

5. Pursuant to the Original Credit Agreement, the Existing Credit Agreement, and the Credit Agreement, the Mortgagor has executed and delivered the one or more supplements, amendments and other modifications more specifically described (including recording information) in Schedule I attached hereto. As used herein, the term "Existing Mortgage" refers to the Original Mortgage, as amended, supplemented or otherwise modified pursuant to the one or more further instruments identified on Schedule I attached hereto. As used herein, the term "Mortgage" refers to the Original Mortgage, as amended, supplemented or otherwise modified pursuant to the one or more instruments identified on Schedule I attached hereto, this Amendment and as may be further amended, supplemented or otherwise modified from time to time.

6. The Mortgage covers that certain real property more particularly described in Exhibit A attached to the Original Mortgage, and in Exhibit AA and each other property exhibit attached to the amendments, supplements and other modifications included as part of the Existing Mortgage, all of which exhibits are incorporated herein by this reference and referred to herein as being Exhibit A to the Mortgage.

7. In connection with the Credit Agreement, the Mortgagor has executed and delivered to the Administrative Agent that certain Amended and Restated Limited Recourse Guaranty, dated as of the date hereof (as heretofore amended or otherwise modified and as further amended, supplemented or otherwise modified, from time to time, the "Guaranty"), pursuant to which the Mortgagor has granted a limited guaranty of payment of the Obligations

under the Credit Agreement and the other Loan Documents and the other obligations arising under the Secured Cash Management Agreements and the Secured Hedge Agreements.

8. The Mortgagor desires to amend the Mortgage so as, among other things, to supplement the Existing Mortgage by the inclusion in the Mortgaged Property, including the Collateral, (as those terms are defined in the Existing Mortgage and, except as modified by the terms of this Amendment, are used herein with the meanings assigned to such terms therein) of certain additional oil and gas properties and interests in order to comply with the collateral requirements under the Credit Agreement, Secured Hedged Agreements and Secured Cash Management Agreements and to further secure payment of the Secured Indebtedness and to further amend the Existing Mortgage as set forth herein, and the Mortgagee is willing to amend the Existing Mortgage as set forth herein.

9. The Mortgagor has duly authorized the execution, delivery and performance of this Amendment in order to secure its obligations under the Credit Agreement, Secured Hedge Agreements and Secured Cash Management Agreements.

10. All capitalized terms used herein and not otherwise defined herein shall have the meanings given them in the Existing Mortgage, as amended by this Amendment, and, if not defined in the Existing Mortgage, shall have the meanings given them in the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and of the debts and trusts mentioned above and the agreements herein contained and other good and valuable considerations, the parties hereto agree as follows:

I. REAFFIRMANCE OF THE MORTGAGE AND MORTGAGE OF ADDITIONAL PROPERTY AS SECURITY FOR THE SECURED INDEBTEDNESS. To secure the Secured Indebtedness, (i) the Mortgagor (a) has GRANTED, MORTGAGED, ASSIGNED, PLEDGED, and HYPOTHECATED, and by these presents does hereby GRANT, MORTGAGE, ASSIGN, PLEDGE, and HYPOTHECATE unto the Administrative Agent, for itself and as agent for the Secured Parties, all the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the Mortgaged Property and (b) by these presents does hereby GRANT, MORTGAGE, ASSIGN, PLEDGE, and HYPOTHECATE unto the Administrative Agent, for itself and as agent for the Secured Parties, all the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to all of the hereinafter described properties, rights and interests that are located in (or cover properties located within) the State of Louisiana, or that are located within (or cover property located within) the offshore area over which the United States of America asserts jurisdiction and to which the laws of the State of Louisiana are applicable with respect to this Mortgage or the lien or security interests created hereby; and (ii) the Mortgagor (a) has granted and does hereby grant to the Administrative Agent, for itself and as agent for the Secured Parties, a continuing security interest in the Collateral to the full extent of the Mortgagor's legal and beneficial interest therein, whether now owned or hereafter acquired, and (b) insofar as the properties, rights and interests described in clause (i)(b) above consist of Equipment, General Intangibles, Accounts, Investment Property, Inventory, Fixtures, As-Extracted Collateral, Chattel Paper, Commercial Tort Claims, Contract Rights, Documents, Deposit Accounts, Goods, Instruments, or Proceeds of collateral, in

each case as defined in the UCC, or any other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (the items in this clause (ii)(b) collectively, the "Supplemental Collateral"), does hereby grant to Administrative Agent, for itself and as agent for the Secured Parties, a continuing security interest therein to the full extent of the Mortgagor's legal and beneficial interest therein, whether now owned or hereafter acquired, namely:

A. the lands described in Exhibit A hereto, and the oil and gas leases, the fee, mineral, overriding royalty, royalty and other interests that are specifically described in Exhibit A hereto, including without limitation any and all of the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to all of such properties, rights and interests whether located in (or covering properties located) in the State of Louisiana or any other State or on the outer continental shelf adjacent to the State of Louisiana or any other State,

B. the presently existing and (subject to the terms of Section 2.7 of the Mortgage) hereafter arising unitization, unit operating, communitization and pooling agreements and the properties covered and the units created thereby (including, without limitation, all units formed under orders, regulations, rules, approvals, decisions or other official acts of any federal, state or other governmental agency having jurisdiction) that are specifically described in Exhibit A hereto or that relate to any of the properties and interests specifically described in Exhibit A hereto,

C. the Hydrocarbons (as defined in the Mortgage and used herein with the meaning assigned to such term therein) which are in, under, upon, produced or to be produced from (or severed, reduced to possession and extracted from wellheads located on) the lands described in Exhibit A hereto,

D. the Production Sale Contracts (as defined in the Mortgage, except that, as used herein, such definition shall be deemed to relate to the lands described in Exhibit A hereto),

E. the Operating Equipment (as defined in the Mortgage, except that, as used herein, such definition shall be deemed to relate to the lands described in Exhibit A hereto),

F. without duplication of any other provision of this granting clause, Equipment, Fixtures and other Goods necessary or used in connection with, and Inventory, Accounts, General Intangibles, As-Extracted Collateral, Chattel Paper, Commercial Tort Claims, Commodity Accounts, Contract Rights, Deposit Accounts, Documents, Electronic Chattel Paper, Instruments, Letter of Credit Rights, Securities Accounts, Supporting Obligations and Proceeds arising from or relating to, the properties and other interests described in Exhibit A hereto, and

G. any and all liens and security interests in Hydrocarbons securing the payment of Proceeds from the sale of Hydrocarbons that are in, under, upon, produced or

to be produced from the lands described in Exhibit A hereto, including but not limited to those liens and security interests provided by the statutes of Louisiana,

together with (1) any and all other interest of Mortgagor in, to or relating to (X) all or any part of the land described in Exhibit A to the Existing Mortgage and Exhibit A hereto, the land relating to, or described in, the leases set forth in Exhibit A to the Existing Mortgage and Exhibit A hereto, or in the documents described in Exhibit A to the Existing Mortgage and Exhibit A hereto, or (Y) any of the estates, property rights or other interests referred to above, any and all rights, titles and interests of Mortgagor (which are similar in nature to any of the rights, titles and interests described above or in this paragraph) which are located on or under or which concern any property or properties located in parishes referenced in Exhibit A to the Existing Mortgage or Exhibit A hereto or parishes in which a counterpart of the Existing Mortgage was, or this Supplement is, filed of record in the real property records of such parish and (2) any and all corrections or amendments to, or renewals, extensions or ratifications of, or replacements or substitutions for, any of the same, or any instrument relating thereto, and all accounts, contracts, contract rights, options, nominee agreements, operating agreements, processing agreements, farmin agreements, farmout agreements, joint venture agreements, exploration agreements, bottomhole agreements, dryhole agreements, support agreements, acreage contribution agreements, insurance policies, title opinions, title abstracts, title materials and information, files, records, writings, data bases, information, systems, logs, well cores, fluid samples, production data and reports, well testing data and reports, maps, seismic and geophysical, geological and chemical data and information, interpretative and analytical reports of any kind or nature (including, without limitation, reserve studies and reserve evaluations), computer hardware and software and all documentation therefor or relating thereto (including, without limitation, all licenses relating to or covering such computer hardware, software or documentation), trade secrets, trademarks, service marks and business names and the goodwill of the business relating thereto, copyrights, copyright registrations, unpatented inventions, patent applications and patents, rights-of-way, franchises, easements, servitudes, surface leases, permits, licenses, tenements, hereditaments, appurtenances, general intangibles, rents, royalties, issues, profits, products and proceeds, whether now or hereafter existing or arising, used or useful in connection with, covering, relating to, or arising from or in connection with, any of the aforesaid in this granting clause referenced, and all other things of value and incident thereto (including, without limitation, any and all liens, lien rights, security interests and other rights and interests) that the Mortgagor might at any time have or be entitled to, all of the aforesaid properties, rights and interests, to the full extent of the Mortgagor's right, title and interest, including the Mortgagor's entire legal and beneficial interest therein, whether now owned or hereafter acquired, together with any additions thereto that may be subjected to the lien and security interest of this Amendment by means of supplements hereto, being hereinafter, collectively, called the "Supplemental Mortgaged Property".

Subject, however, to (i) the Permitted Encumbrances, (ii) the assignment of production contained in Article III of the Mortgage, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 of the Mortgage, and (iii) the condition that none of the Administrative Agent or any of the Secured Parties shall be liable in any respect for the performance of any covenant or obligation (including without limitation measures required to comply with Environmental Laws) of the Mortgagor in respect of the Mortgaged Property.

Notwithstanding any other provision herein or in the Mortgage, to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Mortgaged Property" or "Supplemental Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Amendment or the Mortgage.

TO HAVE AND TO HOLD the Mortgaged Property, including the Supplemental Mortgaged Property, unto the Administrative Agent, as agent for itself and the Secured Parties, to secure the payment of the Secured Indebtedness and the performance of the obligations of the Mortgagor herein and in the Mortgage contained. The Mortgaged Property is to remain so specially mortgaged, affected and hypothecated unto and in favor of the Administrative Agent to secure payment of the Secured Indebtedness (and the performance of the obligations of the Mortgagor contained herein and in the Mortgage) until full and final payment or discharge of the Secured Indebtedness.

As further security for the payment of the Secured Indebtedness and performance of the Mortgagor's obligations under the Credit Agreement and the other Loan Documents to which the Mortgagor is a party, the Mortgagor has transferred, assigned, warranted and conveyed and does hereby transfer, assign, warrant and convey to the Administrative Agent for the use and benefit of the Secured Parties, effective as of the date hereof, at 7:00 A.M., local time, all Hydrocarbons (as such term is defined in the Mortgage, except that, as used herein, such definition shall be deemed to relate to the lands described in Exhibit A hereto) which are thereafter produced from and which accrue to the Supplemental Mortgaged Property (the "Supplemental Production"), and all Proceeds therefrom (the "Supplemental Proceeds"). THE MORTGAGOR IRREVOCABLY APPOINTED AND DOES HEREBY APPOINT THE ADMINISTRATIVE AGENT AS THE AGENT AND ATTORNEY-IN-FACT OF THE MORTGAGOR, FOR THE PURPOSE OF EXECUTING ANY TRANSFER ORDERS, PAYMENT ORDERS, DIVISION ORDERS, RECEIPTS, RELEASES OR OTHER INSTRUMENTS (COLLECTIVELY, THE "SUPPLEMENTAL RECEIPTS") THAT THE ADMINISTRATIVE AGENT DEEMS REASONABLY NECESSARY IN ORDER FOR THE ADMINISTRATIVE AGENT TO DEMAND, COLLECT, RECEIVE AND RECEIPT FOR SUCH SUPPLEMENTAL PRODUCTION AND SUPPLEMENTAL PROCEEDS DURING THE CONTINUANCE OF AN EVENT OF DEFAULT. In addition, the Mortgagor agrees that, upon the Administrative Agent's request, the Mortgagor shall promptly execute and deliver to the Administrative Agent such receipts as the Administrative Agent may deem reasonably necessary in connection with the payment and delivery directly to the Administrative Agent of all Production and Supplemental Proceeds and to effectuate the purposes of this paragraph. The Administrative Agent is authorized to receive, collect and receipt for the Supplemental Proceeds, and all parties producing, purchasing or receiving any such Supplemental Production, or having such Supplemental Production, or Supplemental Proceeds therefrom, in their possession for which they or others are accountable to the Administrative Agent by virtue of the provisions of this Article, are authorized and directed to treat and regard the Administrative Agent as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Supplemental Production and all Supplemental Proceeds therefrom during the continuance of any Event of Default; and said parties and each of them shall be fully protected in so treating and regarding the Administrative Agent and shall be under no obligation to see to the

application by the Administrative Agent of any such Supplemental Proceeds or payments received by it. The parties hereby agree that all such Supplemental Production and Supplemental Proceeds and Supplemental Receipts arising from or accruing or relating to the Supplemental Mortgaged Property shall constitute "Proceeds", "Production" and "Receipts", as the case may be, in each case as defined in Article 3 of the Mortgage.

Notwithstanding the other provisions of this Section or Article III of the Mortgage, the Administrative Agent or any receiver appointed in judicial proceedings for the enforcement of the Mortgage shall have the right to receive all of the Hydrocarbons herein assigned and the Proceeds therefrom after an Event of Default has occurred and while it is continuing and to apply all of said Proceeds as provided in Section 3.2 of the Mortgage; provided, however, that the Administrative Agent shall not exercise any right to receive any assigned Hydrocarbons and Proceeds therefrom unless and until an Event of Default shall have occurred and shall then be continuing. Upon any sale of the Mortgaged Property or any part thereof pursuant to Article V of the Mortgage, the Hydrocarbons thereafter produced from the property so sold, and the Proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained herein and in Article III of the Mortgage.

The Mortgagor has appointed and does hereby appoint the Administrative Agent as its attorney-in-fact during the continuance of an Event of Default to pursue any and all lien rights of the Mortgagor to liens and security interests in the Mortgaged Property securing payment of Production and Proceeds attributable to the Mortgaged Property, including, but not limited to, those liens and security interests provided by the statutes of Louisiana. The Mortgagor further has assigned and does hereby assign to the Administrative Agent, as security for payment of the Secured Indebtedness, any and all such liens, security interests, financing statements, or similar interests of the Mortgagor attributable to its interests in the Mortgaged Property and Production and Proceeds therefrom arising under or created by said statutory provisions, judicial decisions, or otherwise.

II. INCLUSION IN THE SECURED INDEBTEDNESS OF OTHER OBLIGATIONS. The term Secured Indebtedness, when used in the Mortgage, is hereby deemed to include (in addition to the Secured Indebtedness specified in the Existing Mortgage), all indebtedness under the Notes issued under the Credit Agreement and all the other Obligations arising under the Credit Agreement; *provided* that Excluded Swap Obligations shall not constitute Secured Indebtedness.

III. AMENDMENTS TO MORTGAGE. All references to the "Mortgaged Property" contained in the Mortgage or herein shall include not only those properties which were included in such definition in the Existing Mortgage, but also the Supplemental Mortgaged Properties, and all references to the "Collateral" contained in the Mortgage or herein shall include not only those Collateral which were included within the scope of such definition in the Existing Mortgage, but also the additional similar collateral relating to the Supplemental Mortgaged Property. Exhibit A hereto shall be made a part of Exhibit A to the Mortgage, and each reference to Exhibit A in the Mortgage shall be deemed to include reference to both Exhibit A to the Existing Mortgage and Exhibit A hereto. All capitalized terms used herein and not otherwise defined herein shall have the meanings given them in the Existing Mortgage and, if not defined in the Existing Mortgage, shall have the meanings given them in the Credit

Agreement: All references in the Mortgage to the "Credit Agreement" or to any Loan Document (as defined in the Existing Credit Agreement) shall be deemed to be a reference to the Credit Agreement as defined herein or to the appropriate "Loan Document" as defined in the Credit Agreement, as the case may be.

IV. WARRANTIES, COVENANTS AND AGREEMENTS. Subject to obtaining the consents, approvals and assignments referenced in Schedule 5.08(a) of the Credit Agreement, the representations, warranties, covenants and agreements of the Mortgagor contained in the Mortgage are hereby remade by the Mortgagor and (together with the remedies contained in the Mortgage) are in full force and effect as of the date hereof, and shall apply to the Supplemental Mortgaged Property to the same extent and with the same force and effect as if the Supplemental Mortgaged Property had been specifically described and referred to in the Mortgage.

V. MISCELLANEOUS PROVISIONS.

A. This Amendment shall be considered as an amendment and supplement to the Existing Mortgage and the Existing Mortgage, as hereby amended and supplemented, is hereby ratified, approved and confirmed in every respect. All references to the Mortgage in any other document shall hereafter be deemed to refer to the Existing Mortgage as amended and supplemented hereby.

B. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical.

C. The Mortgagor hereby represents and warrants to the Administrative Agent as follows:

1. The Mortgagor is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, is duly qualified to do business and is in good standing as a corporation in each jurisdiction where the nature of its business requires such qualification, except to the extent that failure to so qualify could not reasonably be expected to have a Material Adverse Effect;

2. The execution and delivery of this Amendment and the performance by the Mortgagor of its obligations hereunder and under the Mortgage, are within the Mortgagor's corporate powers, have been duly authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of Law or of the Organization Documents of the Mortgagor or of any agreement binding upon the Mortgagor;

3. This Amendment, along with the Mortgage and each other Loan Document to which the Mortgagor is a party, constitutes the legal, valid and binding obligation of the Mortgagor, enforceable against the Mortgagor in accordance with their respective terms, except as their enforceability may be limited by applicable Debtor Relief Laws and by general equitable principles (whether enforcement is sought by proceedings in equity or at law); and

4. (a) The cover page to this Amendment lists the legal name of the Mortgagor as registered in the jurisdiction in which the Mortgagor is organized, formed or incorporated, the Mortgagor's organizational identification number and last four digits of its taxpayer identification number, (b) the Mortgagor's state of incorporation, formation or organization and its principal place of business (or, if it has more than one place of business, its chief executive office) are as set forth in the preamble hereto, and (c) except as disclosed in writing to the Administrative Agent, the Mortgagor is not now and has not been known by any trade name or assumed name or legal name different from the one set forth on the cover page of this Amendment.

D. Section headings in this Amendment are inserted for convenience of reference and shall not be considered a part of this Amendment or used in its interpretation.

E. Nothing in this Amendment releases any right, claim, lien, security interests or entitlement of the Administrative Agent created by or contained in the Mortgage or releases the Mortgagor from any covenant, warranty or obligation created by or contained in the Mortgage. To the fullest extent permitted by applicable law, this Amendment and the Existing Mortgage as hereby amended are intended by the parties to have, and shall have, the same dignity and priority as the Original Mortgage as originally recorded.

F. For purposes of Louisiana law, including but not limited to the availability of executory process, the Mortgagor and the Administrative Agent have appeared on the respective dates set forth on the respective signature pages below before the respective undersigned Notaries Public and witnesses in order to execute this Amendment. The Mortgagor attaches to counterparts hereof being recorded in Louisiana a counterpart original of the unanimous written consent of the Board of Directors authorizing the execution and delivery of this Amendment.

G. At the option of the Administrative Agent, this Amendment, or a carbon, photographic or other reproduction of this Amendment or of any Uniform Commercial Code financing statement covering the Mortgaged Property or any portion thereof shall be sufficient as a Uniform Commercial Code financing statement and may be filed as such for record, among other places, in the office of the Clerk of Court (or, in the case of Orleans Parish, the Recorder of Mortgages) of any parish in the State of Louisiana for indexing in the UCC records of Louisiana. By the execution and delivery hereof, the Mortgagor hereby authorizes the Administrative Agent to file and record any financing statements, fixture filings, and any amendments or continuation statements with respect thereto, as to the Mortgaged Property pursuant to the Uniform Commercial Code without the Mortgagor's signature thereon.

H. **GOVERNING LAW.** THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF LOUISIANA (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICT OF

LAW), EXCEPT THAT THE CREATION, VALIDITY, PRIORITY, PERFECTION (AND THE EFFECT OF PERFECTION OR NON-PERFECTION) AND ENFORCEMENT OF THE LIENS, SECURITY INTERESTS AND OTHER RIGHTS AND REMEDIES OF THE SECURED PARTIES GRANTED HEREIN ON THE MORTGAGED PROPERTY LOCATED IN A PARTICULAR JURISDICTION SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION IN WHICH SUCH MORTGAGED PROPERTY IS SITUATED.

I. THIS AMENDMENT, THE MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(Signatures begin on following page)

MORTGAGOR'S SIGNATURE PAGE


STATE OF TEXAS

COUNTY OF HARRIS


THUS DONE AND PASSED IN MULTIPLE ORIGINALS in the State and County stated immediately above, on this 5 day of August, 2015, but effective as of the date first written above, in the presence of the undersigned competent witnesses, who hereunto sign their names, together with the Mortgagor and me, Notary, after due reading of the whole.

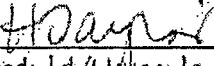
MORTGAGOR:


CASTEX OFFSHORE, INC.

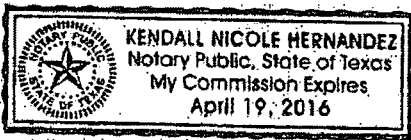
By: 
Name: Matthew T. Brogdon
Title: Vice President

WITNESSES:

Signature: 
Name printed: Ashley Green

Signature: 
Name printed: Hannah Taylor


NOTARY PUBLIC, State of Texas
Full name on notary commission:
Notarial identification number: 128960472
My commission expires: _____



ADMINISTRATIVE AGENT'S SIGNATURE PAGE

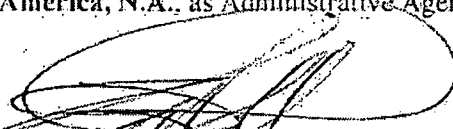
STATE OF TEXAS

COUNTY OF DALLAS

THUS DONE AND PASSED IN MULTIPLE ORIGINALS in the State and County stated immediately above, on this 7th day of August 2015, but effective as of the date first written above, in the presence of the undersigned competent witnesses, who hereunto sign their names, together with the Mortgagee and me, Notary, after due reading of the whole.

MORTGAGEE:

Bank of America, N.A., as Administrative Agent

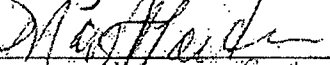
By: 

Name: Henry C. Pennell

Title: Vice President

WITNESSES:

Signature: 
Name printed: Molly J. O'Connell

Signature: 
Name printed: Mary H. Parker

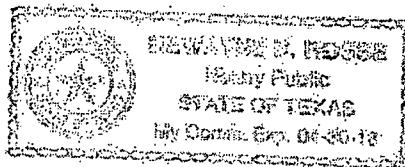


NOTARY PUBLIC, State of Texas,

Full name on notary commission: DeWayne D. Rosse

Notarial identification number: 129804023

My commission expires: 04-30-2018



SCHEDULE I

Third Amendment and Supplement to Mortgage, Assignment, Security Agreement,
Financing Statement and Fixture Filing, dated effective August 5, 2015,

from CASTEX OFFSHORE, INC., as Mortgagor

to BANK OF AMERICA, N.A., in its capacity as Administrative Agent, as Mortgagee

Recording Information

1. Mortgage, Assignment, Security Agreement, Financing Statement and Fixture Filing dated as of August 21, 2009 from Castex Offshore, Inc., as Mortgagor, to Bank of America, N.A., as Administrative Agent, as Mortgagee, filed as follows:

| Jurisdiction | Recordation Data | File Date |
|--|---|------------------|
| Cameron Parish, Louisiana | File No. 323708 (MOB and COB) | 9/09/2011 |
| Iberia Parish, Louisiana | MOB 1337, Page 569 and COB 1438, Page 256, both under File No. 2009-00010386 | 8/31/2009 |
| Lafourche Parish, Louisiana | MOB 1509, Page 827 and COB 1865, Page 301, both under Instrument No. 1119532 | 9/09/2011 |
| Plaquemines Parish, Louisiana | MOB 573, Page 818 and COB 1254, Page 777, both under File No. 2011-00003903 | 9/09/2011 |
| St. Bernard Parish, Louisiana | MOB 1643, Page 283 and COB 1027, Page 415, both under Instrument No. 556157 | 9/09/2011 |
| St. Mary Parish, Louisiana | MOB 1216, Page 53 and COB 193, Page 660, both under File No. 305110 | 8/31/2009 |
| Terrebonne Parish, Louisiana | MOB 2396, Page 794 and COB 2256, Page 500, both under File No. 1381808 | 9/09/2011 |
| Vermilion Parish, Louisiana | File No. 2011009431 (MOB and COB) | 9/09/2011 |
| Bureau of Ocean Energy Management (formerly known as the Mineral Management Service and then as the Bureau of Ocean Energy Management, Regulation and Enforcement) | filed in the non-required file for lease OCS-G 5504 | 8/31/2009 |
| | filed in the non-required files for these 27 leases: OCS-G 03194, OCS-G 08461, OCS-G 10744, OCS-G 10794, OCS-G 10930, OCS-G 10933, OCS-G 13565, OCS-G 16541, OCS-G 21065, OCS-G 21142, OCS-G 23876, OCS-G 24745, OCS-G 25944, OCS-G 26074, OCS-G 27977, OCS-G 32267, OCS-G 32268, OCS-G 32278, OCS-G 32279, OCS-G 33112, OCS-G 33671, OCS-G 33683, OCS-G 33684, OCS-G 33690, OCS-G 33691, OCS-G 33697 and OCS-G 33704 | 9/06/2011 |

2. First Amendment and Supplement to Mortgage, Assignment, Security Agreement, Financing Statement and Fixture Filing, dated effective as of August 31, 2011, between Castex Offshore, Inc., as Mortgagor, and Bank of America, N.A., in its capacity as Administrative Agent, as Mortgagee, filed as follows:

| Jurisdiction | Recordation Data | File Date |
|--------------------------------------|---|------------------|
| Cameron Parish, Louisiana | File No. 323917 (MOB and COB) | 10/11/2011 |
| Iberia Parish, Louisiana | MOB 1457, Page 775 and COB 1491, Page 363, both under File No. 2011-00010919 | 10/11/2011 |
| Lafourche Parish, Louisiana | MOB 1515, Page 226 and COB 1868, Page 305, both under Instrument No. 1121394 | 10/10/2011 |
| Plaquemines Parish, Louisiana | MOB 575, Page 727 and COB 1256, Page 743, both under File No. 2011-00004341 | 10/10/2011 |
| St. Bernard Parish, Louisiana | MOB 1646, Page 47 and COB 1030, Page 732, both under Instrument No. 557 038 | 10/10/2011 |
| St. Mary Parish, Louisiana | MOB 1299, Page 48 and COB 242, Page 604, both under File No. 311689 | 10/10/2011 |
| Terrebonne Parish, Louisiana | MOB 2404, Page 659 and COB 2260, Page 450, both under File No. 1383820 | 10/10/2011 |
| Vermilion Parish, Louisiana | File No. 2011010457 (MOB and COB) | 10/10/2011 |
| Bureau of Ocean Energy Management | filed in the non-required files for these 28 leases: OCS-G 03194, OCS-G 05504, OCS-G 08461, OCS-G 10744, OCS-G 10794, OCS-G 10930, OCS-G 10933, OCS-G 13565, OCS-G 16541, OCS-G 21065, OCS-G 21142, OCS-G 23876, OCS-G 24745, OCS-G 25944, OCS-G 26074, OCS-G 27977, OCS-G 32267, OCS-G 32268, OCS-G 32278, OCS-G 32279, OCS-G 33112, OCS-G 33671, OCS-G 33683, OCS-G 33684, OCS-G 33690, OCS-G 33691, OCS-G 33697, and OCS-G 33704 | 10/25/2011 |

3. Second Amendment and Supplement to Mortgage, Assignment, Security Agreement, Financing Statement and Fixture Filing, dated effective as of July 17, 2013, between Castex Offshore, Inc., as Mortgagor, and Bank of America, N.A., in its capacity as Administrative Agent, as Mortgagee, filed as follows:

| Jurisdiction | Recordation Data | File Date |
|-----------------------------------|--|------------------|
| Cameron Parish, Louisiana | File No. 330112 (MOB and COB) | 8/08/2013 |
| Iberia Parish, Louisiana | COB 1539, Page 152 and MOB 1565, Page 453, both under File No. 2013-00009125 | 8/08/2013 |
| Lafourche Parish, Louisiana | COB 1935, Page 850, and MOB 1625, Page 659 both under File No. 1161724 | 8/08/2013 |
| Plaquemines Parish, Louisiana | COB 1299, Page 540, and MOB 625, Page 611 both filed under File No. 2013-00003473 | 8/08/2013 |
| St. Bernard Parish, Louisiana | COB 1076, Page 857, and MOB 1705, Page 89 both filed under File No. 574812 | 8/08/2013 |
| St. Mary Parish, Louisiana | COB 280, Page 572, and MOB 1373, Page 182 both filed under File No. 317073 | 8/08/2013 |
| Terrebonne Parish, Louisiana | COB 2345, Page 269, and MOB 2588, Page 839 both filed under File No. 1434027 | 8/08/2013 |
| Vermilion Parish, Louisiana | File No. 2013008210 (COB and MOB) | 8/08/2013 |
| Bureau of Ocean Energy Management | filed in the non-required files for these 28 leases: OCS-G 03194, OCS-G 05504, OCS-G 08461, OCS-G 10744, OCS-G 10794, OCS-G 10930, OCS-G 10933, OCS-G 13565, OCS-G 16541, OCS-G 21065, OCS-G 21142, OCS-G 23876, OCS-G 24745, OCS-G 25944, OCS-G 26074, OCS-G 27977, OCS-G 32267, OCS-G 32268, OCS-G 32278, OCS-G 32279, OCS-G 33112, OCS-G 33671, OCS-G 33683, OCS-G 33684, OCS-G 33690, OCS-G 33691, OCS-G 33697, OCS-G 33704 and OCS-G 34379. | 8/12/2013 |

(End of Schedule I)

EXHIBIT A

Third Amendment and Supplement to Mortgage, Assignment, Security Agreement,
Financing Statement and Fixture Filing, dated effective August 5, 2015,
from CASTEX OFFSHORE, INC., as Mortgagor
to BANK OF AMERICA, N.A., in its capacity as Administrative Agent, as Mortgagee

List of Properties

1. Depth limitations, unit designations, unit tract descriptions and descriptions (including percentages, decimals or fractions) of undivided leasehold interests, well names, "Operating Interests", "Working Interests" and "Net Revenue Interests" contained in this Exhibit A and the listing of any percentage, decimal or fractional interest in this Exhibit A shall not be deemed to limit or otherwise diminish the interests being subjected to the lien, security interest and encumbrance of this instrument.
2. Some of the land descriptions in this Exhibit A may refer only to a portion of the land covered by a particular oil and gas lease. This Amendment is not limited to the land described in Exhibit A but is intended to cover the entire interest of the Mortgagor in any lease described in Exhibit A even if such interest relates to land not described in Exhibit A. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit A. To the extent that the land descriptions in this Exhibit A are incomplete, incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated herein by this reference.
3. References in Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official conveyance records of the parish or parishes in which (or, if the mortgaged property is located on the outer continental shelf, then of the parish or parishes adjacent to which) the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Conveyance Records, Oil and Gas Records, Oil and Gas Lease Records or other records.
4. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting.

(Do not detach this page)

Lease Listing

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lse Date | Book | Page | Entry No. |
|------------------|----------------------------|-----------|---|--------------------------------|------------|---------|-------|---------------|
| LA7686-864-00 | Richie | Acadia | John Richard Ruppert, et al | Kitty Hawk Energy LLC | 04/28/2008 | L63 | | 000781424 |
| WC096001 | West Cameron Blk 96 | Cameron | Bureau of Ocean Energy Management #OCSG 23740 | Seneca Resources Corp | 05/01/2002 | | | 000335704 |
| GC137001 | Green Canyon Blk 137 | Iberia | Bureau of Ocean Energy Management OCS-G 25118 | LLOG Exploration Offshore Inc. | 05/01/2003 | 01311 | | 2005-00009371 |
| LA0789-780-00 | Rabbit Island | Iberia | State of Louisiana #00340 | William T. Burton | 02/07/1936 | 00126 | | 000049234 |
| LA0789-786-00 | Rabbit Island | Iberia | State of Louisiana #19022 | Castex Energy 1995 LP | 06/14/2006 | 01337 | | 000007781 |
| SM122001 | South Marsh Island Blk 122 | Iberia | Bureau of Ocean Energy Management #OCSG 17942 | Seneca Resources Corp | 07/01/1997 | 01581 | 00499 | 2015-0004339 |
| LA8697-696-00 | Bayou Fer Blanc | Lafourche | Castex Lafourche LP | Castex Energy Partners LP | 04/01/2012 | 01893 | | 001137167 |
| LA8697-705-00 | Bayou Fer Blanc | Lafourche | Castex Lafourche LP | Castex Energy Partners LP | 12/10/2012 | 01893 | | 001137167 |
| LA5604-560 | Chacahoula | Lafourche | Lyric Realty & Parking Co Inc | Sun Oil Company | 10/07/1946 | 7100123 | | 000071120 |
| LA0744-738-05 | Golden Meadow | Lafourche | Alaice J Wild | Castex Energy 1995 LP | 04/06/2006 | 01662 | | 001009826 |
| LA0744-736-01 | Golden Meadow | Lafourche | Alice Talamo Littrell, et al | Castex Energy 1995 LP | 02/06/2006 | 01704 | | 001031524 |
| LA0744-739-00 | Golden Meadow | Lafourche | Alton Terrebonne Sr | Castex Energy 1995 LP | 04/03/2006 | 01662 | | 001009827 |
| LA0744-717-02 | Golden Meadow | Lafourche | Alvin Joseph Gautreaux | Castex Energy 2005 LP | 08/22/2008 | 01752 | | 001056139 |
| LA0744-712-02 | Golden Meadow | Lafourche | Anna Callais Curole | Castex Energy 1995 LP | 08/07/2007 | 01706 | | 001032675 |
| LA0744-716-00 | Golden Meadow | Lafourche | Anne Marie Adams Doucet, et al | Castex Energy 1995 LP | 03/18/2005 | 01636 | | 000996915 |
| LA0744-766-01 | Golden Meadow | Lafourche | Anne Marie Williams Artunc | Castex Energy 1995 LP | 07/18/2007 | 01706 | | 001032678 |

Exhibit A-2

Third Amendment and Supplement to Mortgage Louisiana (Castex Offshore, Inc.)

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lse Date | Book | Page | Entry No. |
|------------------|------------------|-----------|---|-----------------------|------------|-------|------|-----------|
| LA0744-734-01 | Golden Meadow | Lafourche | Betty Duet Buisson, et al | Castex Energy 1995 LP | 01/04/2006 | 01662 | | 001009829 |
| LA0744-759-02 | Golden Meadow | Lafourche | Blanche Lee Duet Smithhart | Castex Energy 2005 LP | 08/17/2007 | 01718 | | 001038737 |
| LA0744-722-04 | Golden Meadow | Lafourche | Carol Saunders Jahncke Succession | Castex Energy 1995 LP | 07/27/2009 | 01795 | | 001079730 |
| LA0744-738-01 | Golden Meadow | Lafourche | Carrie St Pierre Pitre, et al | Castex Energy 1995 LP | 03/08/2006 | 01662 | | 001009832 |
| LA0744-738-07 | Golden Meadow | Lafourche | Charles Douros Jr | Apache Corporation | 02/08/2010 | 01808 | | 001087105 |
| LA0744-736-03 | Golden Meadow | Lafourche | Charles Robert Stull | Castex Energy 1995 LP | 02/16/2006 | 01704 | | 001031523 |
| LA0744-728-02 | Golden Meadow | Lafourche | Clifton A Duet | Castex Energy 1995 LP | 07/18/2007 | 01706 | | 001032680 |
| LA0744-747-00 | Golden Meadow | Lafourche | Connie Ellerbe, et al | Castex Energy 1995 LP | 08/07/2006 | 01662 | | 001009831 |
| LA0744-744-00 | Golden Meadow | Lafourche | Daniel Griffin, et ux, Denise W Griffin | Castex Energy 1995 LP | 06/19/2006 | 01662 | | 001009839 |
| LA0744-775-01 | Golden Meadow | Lafourche | Daniel J Rodrigue, et al | Castex Energy 2005 LP | 03/13/2008 | 01731 | | 001045238 |
| LA0744-776-01 | Golden Meadow | Lafourche | Daniel J Rodrigue, et al | Castex Energy 2005 LP | 03/13/2008 | 01731 | | 001045237 |
| LA0744-723-00 | Golden Meadow | Lafourche | David Duet Jr | Castex Energy 1995 LP | 06/14/2005 | 01636 | | 000996899 |
| LA0744-755-00 | Golden Meadow | Lafourche | Delanie Guidry Dardar | Castex Energy 1995 LP | 08/13/2007 | 01706 | | 001032674 |
| LA0744-732-00 | Golden Meadow | Lafourche | Delbert Yoss, et ux Sharon L Yoss | Castex Energy 1995 LP | 06/14/2005 | 01636 | | 000996904 |
| LA0744-743-02 | Golden Meadow | Lafourche | Donnie Dale Williams, et al | Castex Energy 1995 LP | 08/29/2007 | 01709 | | 001033887 |
| LA0744-738-06 | Golden Meadow | Lafourche | Dottie Williams | Castex Energy 1995 LP | 03/08/2006 | 01666 | | 001011486 |
| LA0744-714-00 | Golden Meadow | Lafourche | Douglas J Duet, et ux, Mary Ann Duet | Castex Energy 1995 LP | 03/14/2005 | 01636 | | 000996912 |
| LA0744-726-00 | Golden Meadow | Lafourche | Earl Varnum, et ux Kathy Pitre Varnum | Castex Energy 1995 LP | 06/14/2005 | 01636 | | 000996907 |

Exhibit A-3

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lsc Date | Book | Page | Entry No. |
|------------------|------------------|-----------|--|-----------------------|------------|-------|------|-----------|
| LA0744-780-01 | Golden Meadow | Lafourche | Edea Pitre Baldwin | Castex Energy 2005 LP | 01/07/2009 | 01770 | | 001064652 |
| LA0744-781-01 | Golden Meadow | Lafourche | Edea Pitre Baldwin | Castex Energy 2005 LP | 01/07/2009 | 01770 | | 001064651 |
| LA0744-775-02 | Golden Meadow | Lafourche | Ellis A Terrebonne | Castex Energy 2005 LP | 03/13/2008 | 01731 | | 001045235 |
| LA0744-776-02 | Golden Meadow | Lafourche | Ellis A Terrebonne | Castex Energy 2005 LP | 03/13/2008 | 01731 | | 001045234 |
| LA0744-768-00 | Golden Meadow | Lafourche | Ernest Joseph Boura, et ux, Kim H Boura | Castex Energy 2005 LP | 10/30/2007 | 01725 | | 001042194 |
| LA0744-767-00 | Golden Meadow | Lafourche | Ervin Bourg | Castex Energy 2005 LP | 10/30/2007 | 01725 | | 001042195 |
| LA0744-735-01 | Golden Meadow | Lafourche | Ethel Duet Moreau, et al | Castex Energy 1995 LP | 01/24/2006 | 01704 | | 001031520 |
| LA0744-763-00 | Golden Meadow | Lafourche | Frank J Boura, et al | Castex Energy 2005 LP | 10/30/2007 | 02009 | | 001201690 |
| LA0744-760-00 | Golden Meadow | Lafourche | Galliano Inn Inc. | Castex Energy 2005 LP | 08/16/2007 | 01707 | | 001033041 |
| LA0744-766-03 | Golden Meadow | Lafourche | Gary G Williams | Castex Energy 1995 LP | 07/18/2007 | 01706 | | 001032679 |
| LA0744-750-02 | Golden Meadow | Lafourche | Gerard J Gisclair | Castex Energy 1995 LP | 08/13/2007 | 01708 | | 001033045 |
| LA0744-736-02 | Golden Meadow | Lafourche | Ginger Stull Gentry | Castex Energy 1995 LP | 02/16/2006 | 01704 | | 001031521 |
| LA0744-733-01 | Golden Meadow | Lafourche | Grand Isle Shipyard Inc | Castex Energy 1995 LP | 08/08/2005 | 01636 | | 000996891 |
| LA0744-718-01 | Golden Meadow | Lafourche | Harold A Terrebonne and Donna Terrebonne Price | Castex Energy 1995 LP | 05/02/2005 | 01636 | | 000996916 |
| LA0744-719-00 | Golden Meadow | Lafourche | Harold A Terrebonne, et al | Castex Energy 1995 LP | 05/02/2005 | 01636 | | 000996917 |
| LA0744-729-00 | Golden Meadow | Lafourche | Hebert Cemetery Association | Castex Energy 1995 LP | 06/27/2005 | 01636 | | 000996889 |
| LA0744-748-00 | Golden Meadow | Lafourche | James E Lincks, et ux, Ethel M Lincks | Castex Energy 1995 LP | 07/27/2006 | 01662 | | 001009836 |
| LA0744-751-01 | Golden Meadow | Lafourche | James Lee Orr, et al | Castex Energy 1995 LP | 07/24/2007 | 01704 | | 001031525 |

Exhibit A-4

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lsc Date | Book | Page | Entry No. |
|------------------|------------------|-----------|---|-----------------------|------------|-------|------|-----------|
| LA0744-722-02 | Golden Meadow | Lafourche | James Pitre, et al | Castex Energy 1995 LP | 07/25/2005 | 01636 | | 000996900 |
| LA0744-722-08 | Golden Meadow | Lafourche | Jane Theresa Callais, et al | Castex Energy 2005 LP | 04/27/2009 | 01784 | | 001072817 |
| LA0744-725-02 | Golden Meadow | Lafourche | Jane Theresa Callais, et al | Apache Corporation | 03/30/2010 | 01815 | | 001091240 |
| LA0744-764-00 | Golden Meadow | Lafourche | Jerry Ledet, et ux Corina Pitre Ledet | Castex Energy 2005 LP | 01/28/2008 | 02009 | | 001201693 |
| LA0744-765-00 | Golden Meadow | Lafourche | Jerry Ledet, et ux Corina Pitre Ledet | Castex Energy 2005 LP | 01/28/2008 | 02009 | | 001201691 |
| LA0744-736-04 | Golden Meadow | Lafourche | Joann Stull McCain | Castex Energy 1995 LP | 02/16/2006 | 01704 | | 001031522 |
| LA0744-737-00 | Golden Meadow | Lafourche | Joseph Gisclair, et al | Castex Energy 1995 LP | 02/14/2006 | 01662 | | 001009822 |
| LA0744-742-00 | Golden Meadow | Lafourche | Joseph P Pitre, et ux, Doris Biolliot Pitre | Castex Energy 1995 LP | 05/08/2006 | 01662 | | 001009833 |
| LA0744-778-01 | Golden Meadow | Lafourche | Kenny Griffin, et al | Castex Energy 2005 LP | 06/26/2008 | 01747 | | 001053133 |
| LA0744-738-03 | Golden Meadow | Lafourche | Kim Williams Wilson | Castex Energy 1995 LP | 03/08/2006 | 01662 | | 001009823 |
| LA0744-770-00 | Golden Meadow | Lafourche | Lafourche Full Gospel Church | Castex Energy 2005 LP | 10/30/2007 | 01725 | | 001042192 |
| LA0744-717-01 | Golden Meadow | Lafourche | Leroy A Martin, et al | Castex Energy 1995 LP | 04/20/2005 | 01636 | | 000996897 |
| LA0744-725-01 | Golden Meadow | Lafourche | Leroy Terrebonne Jr, et al | Castex Energy 1995 LP | 06/14/2005 | 01636 | | 000996898 |
| LA0744-722-05 | Golden Meadow | Lafourche | Linda W Brown | Castex Energy 1995 LP | 08/30/2005 | 01636 | | 000996890 |
| LA0744-752-00 | Golden Meadow | Lafourche | Lorraine Elizabeth Chermie | Castex Energy 1995 LP | 07/08/2007 | 01705 | | 001031904 |
| LA0744-766-02 | Golden Meadow | Lafourche | Marian Frances Williams Blackford | Castex Energy 1995 LP | 07/18/2007 | 01718 | | 001038735 |
| LA0744-722-09 | Golden Meadow | Lafourche | Mary Cobb Block | Apache Corporation | 02/02/2010 | 01815 | | 001091239 |
| LA0744-759-01 | Golden Meadow | Lafourche | Mary Duet Mataya | Castex Energy 2005 LP | 08/17/2007 | 01718 | | 001038736 |

Exhibit A-5

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lsc Date | Book | Page | Entry No. |
|------------------|------------------|-----------|---|-----------------------|------------|-------|------|-----------|
| LA0744-721-00 | Golden Meadow | Lafourche | Melissa Emanuel Collins | Castex Energy 1995 LP | 05/10/2005 | 01636 | | 000996903 |
| LA0744-750-01 | Golden Meadow | Lafourche | Nadine C Cheramie, et al | Castex Energy 1995 LP | 10/26/2006 | 01685 | | 001022104 |
| LA0744-780-02 | Golden Meadow | Lafourche | Patricia Pitre Mayet, et al | Castex Energy 2005 LP | 01/07/2009 | 01770 | | 001064649 |
| LA0744-781-02 | Golden Meadow | Lafourche | Patricia Pitre Mayet, et al | Castex Energy 2005 LP | 01/07/2009 | 01770 | | 001064650 |
| LA0744-738-04 | Golden Meadow | Lafourche | Perry P Douros | Castex Energy 1995 LP | 04/06/2006 | 01662 | | 001009825 |
| LA0744-736-05 | Golden Meadow | Lafourche | Phillip Duet, et al, Sabrina Duet Cheramine | Castex Energy 1995 LP | 10/18/2006 | 01685 | | 001022102 |
| LA0744-715-00 | Golden Meadow | Lafourche | Pierre J Pitre III, et al | Castex Energy 1995 LP | 03/29/2005 | 01636 | | 000996905 |
| LA0744-722-01 | Golden Meadow | Lafourche | Pierre Pitre III, et al | Castex Energy 1995 LP | 06/14/2005 | 01636 | | 000996894 |
| LA0744-728-01 | Golden Meadow | Lafourche | Raleigh P Duet, et al | Castex Energy 1995 LP | 06/23/2005 | 01636 | | 000996892 |
| LA0744-724-00 | Golden Meadow | Lafourche | Relda King Duet | Castex Energy 1995 LP | 06/14/2005 | 01636 | | 000996908 |
| LA0744-753-00 | Golden Meadow | Lafourche | Richard David Racki | Castex Energy 1995 LP | 07/08/2007 | 01705 | | 001031903 |
| LA0744-772-00 | Golden Meadow | Lafourche | Richard David Racki, et ux, Angela B Racki | Castex Energy 2005 LP | 02/20/2008 | 02009 | | 001201693 |
| LA0744-766-04 | Golden Meadow | Lafourche | Richard Joseph Williams | Castex Energy 1995 LP | 07/18/2007 | 01706 | | 001032677 |
| LA0744-722-03 | Golden Meadow | Lafourche | Rita Pitre Blanchard, et al | Castex Energy 1995 LP | 08/08/2005 | 01636 | | 000996895 |
| LA0744-730-01 | Golden Meadow | Lafourche | Rita Pitre Blanchard, et al | Castex Energy 1995 LP | 06/27/2005 | 01636 | | 000996893 |
| LA0744-738-02 | Golden Meadow | Lafourche | Robert J Douros, et al | Castex Energy 1995 LP | 04/06/2006 | 01662 | | 001009824 |
| LA0744-754-00 | Golden Meadow | Lafourche | Roger J Blanchard Sr, et al | Castex Energy 1995 LP | 07/08/2007 | 01705 | | 001031905 |
| LA0744-745-00 | Golden Meadow | Lafourche | Roy A Williams | Castex Energy 1995 LP | 06/28/2006 | 01662 | | 001009834 |

Exhibit A-6

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lse Date | Book | Page | Entry No. |
|------------------|-------------------------|-------------|---|---------------------------------|------------|-------|-------|---------------|
| LA0744-720-00 | Golden Meadow | Lafourche | Ruven J St Pierre | Castex Energy 1995 LP | 05/25/2005 | 01636 | | 000996902 |
| LA0744-722-07 | Golden Meadow | Lafourche | Ryan Bouffaine | Apache Corporation | 08/04/2008 | 01757 | | 001058455 |
| LA0744-777-01 | Golden Meadow | Lafourche | Sally Curole Champagne and Helen Curole | Castex Energy 2005 LP | 03/13/2008 | 01731 | | 001045236 |
| LA0744-741-00 | Golden Meadow | Lafourche | Shirley Guidry Savoie, et al | Castex Energy 1995 LP | 04/26/2006 | 01662 | | 001009835 |
| LA0744-762-00 | Golden Meadow | Lafourche | State of Louisna #19531 | Castex Energy 2005 LP | 11/14/2007 | 01723 | | 001041284 |
| LA0744-766-05 | Golden Meadow | Lafourche | Susanna Lisa Williams Wilson | Castex Energy 1995 LP | 07/18/2007 | 01706 | | 001032676 |
| LA0744-722-06 | Golden Meadow | Lafourche | Sylvia Saunders Davis Succession | Castex Energy 1995 LP | 10/14/2005 | 01636 | | 000996896 |
| LA0744-743-01 | Golden Meadow | Lafourche | Virginia R Williams | Castex Energy 1995 LP | 06/19/2006 | 01662 | | 001009830 |
| LA0744-736-06 | Golden Meadow | Lafourche | Wesley J Schouest and Johnny Schouest | Castex Energy 2005 LP | 08/07/2007 | 01706 | | 001032681 |
| LA0744-718-02 | Golden Meadow | Lafourche | William H Martel Jr, et al | Castex Energy 1995 LP | 05/09/2006 | 01662 | | 001009838 |
| LARP29-614-00 | Lake Enfermer | Lafourche | Lafourche Realty Company Inc. | Forman Petroleum Corporation | 07/28/1997 | 01430 | | 000826950 |
| LARP29-616-00 | Lake Enfermer | Lafourche | Lafourche Realty Company Inc. | Robert A Chenoweth | 08/30/1972 | 00480 | | 000360880 |
| ST127001 | South Timbalier Blk 127 | Lafourche | Bureau of Ocean Energy Management #OCSG 33109 | Houston Energy LP | 06/01/2009 | 02004 | 00394 | 001199268 |
| MP059002 | Main Pass Blk 59 | Plaquemines | Bureau of Ocean Energy Management #OCSG 03194 | Amoco Production Company, et al | 07/01/1975 | 01341 | 00120 | 2015-00001906 |
| MP059001 | Main Pass Blk 59 | Plaquemines | Bureau of Ocean Energy Management #OCSG 08461 | Murphy Oil USA Inc., et al | 07/01/1986 | 01277 | 00715 | 2012-00004285 |
| LA7390-014-00 | N Harwich (SP 40) | Plaquimines | State of Louisiana #21046 | Harold J Anderson Inc. | 10/10/2012 | 01282 | | 2012-00005350 |
| LA7390-016-00 | N Harwich (SP 40) | Plaquimines | State of Louisiana #21048 | Harold J Anderson Inc. | 10/10/2012 | 01282 | | 2012-00005349 |
| LA7469-895-00 | Boutte | St. Charles | Rathborne Land Company Inc | Castex Energy Partners LP | 10/01/2008 | 00722 | | 000347899 |

Exhibit A-7

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lsc Date | Book | Page | Entry No. |
|------------------|----------------------------|-------------|---------------------------|--|------------|-------|------|-----------|
| LA7469-691-00 | Boutte | St. Charles | Simoneaux Family Land LLC | Castex Energy 2005 LP | 07/12/2007 | 00695 | | 000333653 |
| LA7469-692-00 | Boutte | St. Charles | Simoneaux Family Land LLC | Castex Energy 2005 LP | 02/14/2008 | 00719 | | 000345597 |
| LA7469-896-00 | Boutte | St. Charles | Simoneaux Family Land LLC | Castex Energy 2005 LP | 10/01/2008 | 00724 | | 000348680 |
| LA9145-863-00 | Lake Salvador | St. Charles | State of Louisiana #19201 | Petro-Land Resources | 12/13/2006 | 00684 | | 000326739 |
| LA8768-768-00 | Lake Salvador West | St. Charles | State of Louisiana #19774 | Castex Energy 2005 LP | 08/13/2008 | 00720 | | 000346631 |
| LA8768-770-00 | Lake Salvador West | St. Charles | State of Louisiana #20625 | Castex Energy 2005 LP | 06/08/2011 | 00759 | | 000371502 |
| LA8768-771-00 | Lake Salvador West | St. Charles | State of Louisiana #20643 | Castex Energy 2005 LP | 06/08/2011 | 00760 | | 000371855 |
| LA8768-772-00 | Lake Salvador West | St. Charles | State of Louisiana #20850 | K Exploration Co | 02/08/2012 | 01880 | | 001129239 |
| LA8768-773-00 | Lake Salvador West | St. Charles | State of Louisiana #21061 | Castex Energy 2005 LP | 11/14/2012 | 00782 | | 000386497 |
| LA9141-201-00 | Atchafalaya Bay [Marathon] | St. Mary | State of Louisiana #20221 | Theophilus Oil Gas & Land Services LLC | 12/09/2009 | 00201 | | 000306116 |
| LA9141-202-00 | Atchafalaya Bay [Marathon] | St. Mary | State of Louisiana #20367 | Theophilus Oil Gas & Land Services LLC | 06/09/2010 | 00211 | | 000307596 |
| LA9141-203-00 | Atchafalaya Bay [Marathon] | St. Mary | State of Louisiana #20368 | Theophilus Oil Gas & Land Services LLC | 06/09/2010 | 00211 | | 000307597 |
| LA9141-204-00 | Atchafalaya Bay [Marathon] | St. Mary | State of Louisiana #20369 | Theophilus Oil Gas & Land Services LLC | 06/09/2010 | 00211 | | 000307598 |
| LA9141-205-00 | Atchafalaya Bay [Marathon] | St. Mary | State of Louisiana #20528 | Theophilus Oil Gas & Land Services LLC | 01/12/2011 | 00227 | | 000309640 |
| LA9141-206-00 | Atchafalaya Bay [Marathon] | St. Mary | State of Louisiana #20529 | Theophilus Oil Gas & Land Services LLC | 01/12/2011 | 00227 | | 000309641 |
| LA9141-207-00 | Atchafalaya Bay [Marathon] | St. Mary | State of Louisiana #20530 | Theophilus Oil Gas & Land Services LLC | 01/12/2011 | 00227 | | 000309642 |
| LA9141-208-00 | Atchafalaya Bay [Marathon] | St. Mary | State of Louisiana #20753 | Theophilus Oil Gas & Land Services LLC | 09/14/2011 | 00242 | | 000311670 |
| LA7576-576-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #20515 | Theophilus Oil Gas & Land Services LLC | 01/12/2011 | 00227 | | 000309631 |

Exhibit A-8

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lse Date | Book | Page | Entry No. |
|------------------|----------------------|----------|---|--|------------|-------|-------|-----------|
| LA7580-801-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #20531 | Theophilus Oil Gas & Land Services LLC | 01/12/2011 | 00227 | | 000309643 |
| LA7579-757-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #20532 | Theophilus Oil Gas & Land Services LLC | 01/12/2011 | 00227 | | 000309632 |
| LA7576-577-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #20533 | Theophilus Oil Gas & Land Services LLC | 01/12/2011 | 00227 | | 000309633 |
| LA7580-802-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #20534 | Theophilus Oil Gas & Land Services LLC | 01/12/2011 | 00227 | | 000309644 |
| LA7576-578-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #20535 | Theophilus Oil Gas & Land Services LLC | 01/12/2011 | 00227 | | 000309634 |
| LA7580-803-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #20719 | Theophilus Oil Gas & Land Services LLC | 09/14/2011 | 00242 | | 000311668 |
| LA7580-804-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #20720 | Theophilus Oil Gas & Land Services LLC | 09/14/2011 | 00242 | | 000311669 |
| LA7580-805-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #20754 | Theophilus Oil Gas & Land Services LLC | 09/14/2011 | 00242 | | 000311671 |
| LA7580-806-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #20755 | Theophilus Oil Gas & Land Services LLC | 09/14/2011 | 00242 | | 000311672 |
| LA7580-810-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #21044 | Castex Energy Partners, L.P. | 10/10/2012 | 00265 | | 000314848 |
| LA7580-809-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #21045 | Castex Energy Partners, L.P. | 10/10/2012 | 00265 | | 000314849 |
| LA7580-807-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #21053 | Castex Energy Partners, L.P. | 10/10/2012 | 00265 | | 000314850 |
| LA7580-808-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #21054 | Castex Energy Partners, L.P. | 10/10/2012 | 00265 | | 000314851 |
| LA7580-811-00 | Eugene Island Blk 18 | St. Mary | State of Louisiana #21055 | Castex Energy Partners, L.P. | 10/10/2012 | 00265 | | 000314852 |
| GC006001 | Green Canyon Blk 6 | St. Mary | Bureau of Ocean Energy Management OCS-G 28036 | LLOG Exploration Offshore Inc. | 06/01/2006 | 00316 | 00307 | 000321976 |
| LA6648-481-00 | Jeanerette | St. Mary | Adeline Sugar Factory Co Ltd, et al | Castex Energy Inc. | 09/01/2006 | 00116 | | 000294251 |
| LA6648-493-00 | Jeanerette | St. Mary | Adeline Sugar Factory Co Ltd, et al | Castex Energy Inc. | 11/01/2010 | 00226 | | 000309502 |
| LA6648-494-00 | Jeanerette | St. Mary | Adeline Sugar Factory Co Ltd, et al | Castex Energy 2005, L.P. | 04/01/2013 | 00284 | | 000317554 |

Exhibit A-9

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lsc Date | Book | Page | Entry No. |
|------------------|----------------------|------------|---|--|------------|-------|------|-----------|
| LA6648-492-00 | Jeanerette | St. Mary | Jeffrey Brothers LLC | Castex Energy 2005 LP | 10/15/2010 | 00220 | | 000308816 |
| LA6648-497-00 | Jeanerette | St. Mary | Jeffrey Brothers LLC | Castex Energy 2005, L.P. | 07/31/2013 | 00281 | | 000317148 |
| LA6648-496-00 | Jeanerette | St. Mary | Jeffrey Brothers LLC | Castex Energy 2005, L.P. | 05/14/2013 | 00276 | | 000316419 |
| LA6648-490-00 | Jeanerette | St. Mary | MA Patout & Sons, Ltd | Castex Energy 2005 LP | 11/01/2010 | 00220 | | 000308814 |
| LA6648-495-02 | Jeanerette | St. Mary | MA Patout & Sons, Ltd | Castex Energy 2005, L.P. | | 00298 | | 000319486 |
| LA6648-491-00 | Jeanerette | St. Mary | Virginia Lapeyrouse Smith, et al | Castex Energy 2005 LP | 10/21/2010 | 00220 | | 000308815 |
| LA6648-495-01 | Jeanerette | St. Mary | Virginia Lapeyrouse Smith, et al | Castex Energy 2005, L.P. | 04/08/2013 | 00279 | | 000316883 |
| LA9144-244-00 | Point Chevreuil | St. Mary | State of Louisiana #20870 | Theophilus Oil Gas & Land Services LLC | 02/08/2012 | 00249 | | 000312697 |
| LA9144-245-00 | Point Chevreuil | St. Mary | State of Louisiana #20871 | Theophilus Oil Gas & Land Services LLC | 02/08/2012 | 00249 | | 000312698 |
| LA7864-646-00 | Deer Island West | Terrebonne | CL&F Resources LP | Castex Energy Partners LP | 07/02/2009 | 02162 | | 001328351 |
| LA7864-786-00 | Deer Island West | Terrebonne | Continental Land & Fur Co Inc | J Michael Poole | 05/16/1991 | 01290 | | 000886268 |
| LA7864-787-00 | Deer Island West | Terrebonne | Continental Land & Fur Co Inc | Sunbelt Energy Ltd | 07/30/1991 | 01290 | | 000886269 |
| LA7864-789-00 | Deer Island West | Terrebonne | State of Louisiana #05683 | Corbin J Robertson | 06/14/1971 | 00551 | | 000402429 |
| LA7864-788-00 | Deer Island West | Terrebonne | State of Louisiana #14108 | Sunbelt Energy Ltd | 08/19/1991 | 01290 | | 000887208 |
| GC243001 | Green Canyon Blk 243 | Terrebonne | Bureau of Ocean Energy Management OCS-G 20051 | Vastar Resources, Inc. | 07/01/1998 | 01824 | | 001151444 |
| | Lake Paige | Terrebonne | Laterre Company Inc | Union Oil Company of California | 05/02/1960 | 00311 | | 000211863 |
| LA0025-001-A001 | Lapeyrouse | Terrebonne | Blanche LeCompte Kirchhoff | Placid Oil Company | 05/12/1949 | 00167 | | 000081356 |
| LA0025-126-A002 | Lapeyrouse | Terrebonne | Desire Theriot | Placid Oil Company | 11/03/1953 | 00202 | | 000125440 |

Exhibit A-10

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lsc Date | Book | Page | Entry No. |
|------------------|------------------|------------|----------------------------------|---------------------------------|------------|-------|------|-----------|
| LA0025-129-A003 | Lapeyrouse | Terrebonne | Dorothy M Smith BLanchard | Placid Oil Company | 11/03/1953 | 00202 | | 000125435 |
| LA0025-005-A002 | Lapeyrouse | Terrebonne | Elizabeth Conover Averitt | Polaris Exploration Corporation | 05/14/2001 | 01741 | | 001100577 |
| LA0025-126-A001 | Lapeyrouse | Terrebonne | H P St Martin | Placid Oil Company | 11/03/1953 | 00202 | | 000125439 |
| LA0025-123-A003 | Lapeyrouse | Terrebonne | Harry F Hellier, et al | Placid Oil Company | 11/03/1953 | 00202 | | 000125997 |
| LA0025-129-A001 | Lapeyrouse | Terrebonne | Iona Elizabeth A Authement | Placid Oil Company | 11/03/1953 | 00202 | | 000125433 |
| LA0025-129-A005 | Lapeyrouse | Terrebonne | J B Smith | Placid Oil Company | 11/03/1953 | 00202 | | 000125437 |
| LA0025-005-A004 | Lapeyrouse | Terrebonne | Janis F Allen | Polaris Exploration Corporation | 10/23/2001 | 01764 | | 001113652 |
| LA0025-129-A007 | Lapeyrouse | Terrebonne | John Mack Smith, et al | Placid Oil Company | 11/17/1953 | 00202 | | 000125866 |
| LA0025-129-A002 | Lapeyrouse | Terrebonne | Justillia Neal Smith, et al | Placid Oil Company | 11/03/1953 | 00202 | | 000125434 |
| LA0025-005-A003 | Lapeyrouse | Terrebonne | Leila F Frazier | Polaris Exploration Corporation | 10/23/2001 | 01764 | | 001113651 |
| LA0025-129-A004 | Lapeyrouse | Terrebonne | Leone Smith | Placid Oil Company | 11/03/1953 | 00202 | | 000125436 |
| LA0025-129-A006 | Lapeyrouse | Terrebonne | Leroy Joseph Authement | Placid Oil Company | 11/03/1953 | 00202 | | 000125438 |
| LA0025-005-A006 | Lapeyrouse | Terrebonne | Mary Nan Doran Trust | Polaris Exploration Corporation | 05/13/2003 | 01827 | | 001153627 |
| LA0025-130 | Lapeyrouse | Terrebonne | Pelican Lake Oyster & Packing Co | Kermit Wurzlów | 04/23/1951 | 00181 | | 000101321 |
| LA0025-123-A001 | Lapeyrouse | Terrebonne | Ruth Lirette Baker | Placid Oil Company | 11/03/1953 | 00202 | | 000125444 |
| LA0025-128 | Lapeyrouse | Terrebonne | State of Louisiana #02395 | Placid Oil Company | 10/15/1953 | 00201 | | 000124682 |
| LA0025-126-A003 | Lapeyrouse | Terrebonne | Thomas B Holcombe | Placid Oil Company | 11/03/1953 | 00202 | | 000125441 |
| LA0025-123-A002 | Lapeyrouse | Terrebonne | Vaughan A Lirette | Placid Oil Company | 11/03/1953 | 00202 | | 000125873 |

Exhibit A-11

*Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)*

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lse Date | Book | Page | Entry No. |
|------------------|-------------------------|------------|---|---------------------------------|------------|-------|-------|-----------|
| LA0025-005-A005 | Lapeyrouse | Terrebonne | Vincent Bailey Doran Trust | Polaris Exploration Corporation | 10/23/2001 | 01764 | | 001113653 |
| LA0025-005-A001 | Lapeyrouse | Terrebonne | William V Conover II | Polaris Exploration Corporation | 05/14/2001 | 01738 | | 001098670 |
| SS189001 | Ship Shoal Area Blk 189 | Terrebonne | Bureau of Ocean Energy Management #OCSG 04232 | Shell Oil Company et al | 12/01/1979 | 02423 | 00153 | 001480410 |
| PL018001 | South Pelto Blk 18 | Terrebonne | Bureau of Ocean Energy Management #OCSG 33112 | Castex Offshore Inc. | 06/01/2009 | 02426 | 00137 | 001482249 |
| ST311001 | South Timbalier Blk 311 | Terrebonne | Bureau of Ocean Energy Management # OCS-G 31418 | Walter Oil & Gas Corp | 03/01/2008 | 02423 | 00124 | 001480408 |
| ST072001 | South Timbalier Blk 72 | Terrebonne | Bureau of Ocean Energy Management #OCSG 34332 | Walter Oil & Gas Corp | 11/01/2012 | 02423 | 00139 | 001480409 |
| LA0769-762-00 | Sunrise | Terrebonne | Michael X St Martin, et al | Castex Energy 2005 LP | 06/15/2007 | 02055 | | 001276593 |
| LA0769-893-00 | Sunrise | Terrebonne | Michael X St Martin, et al | Castex Energy 2005 LP | 08/31/2009 | 02169 | | 001333176 |
| LA0028-001-A008 | Live Oak | Vermilion | Barbara Elaine Smith | St. Mary Energy Company | 10/01/2003 | | | 020314387 |
| LA0028-001-A004 | Live Oak | Vermilion | Barbara Jean Lee, et al | St. Mary Energy Company | 10/01/2003 | | | 020314387 |
| LA0028-001-A002 | Live Oak | Vermilion | Eileen Stoval Baur | St. Mary Energy Company | 10/01/2003 | | | 020314387 |
| LA0028-001-A001 | Live Oak | Vermilion | Elizabeth Stovall Children's Trust | St. Mary Energy Company | 10/01/2003 | | | 020314387 |
| LA8028-281-00 | Live Oak | Vermilion | Elizabeth Stovall Children's Trust | Browning Oil Company Inc. | 06/29/2005 | | | 020510319 |
| LA8028-282-00 | Live Oak | Vermilion | Elizabeth Stovall Children's Trust | Browning Oil Company Inc. | 11/23/2004 | | | 020314386 |
| LA0028-001-A005 | Live Oak | Vermilion | Evelyn Jane Lewis | St. Mary Energy Company | 10/01/2003 | | | 020314387 |
| LA0028-001-A006 | Live Oak | Vermilion | James Alfred McGlothlan Jr | St. Mary Energy Company | 10/01/2003 | | | 020314387 |
| LA0028-001-A007 | Live Oak | Vermilion | Katherine Stovall Pugh | St. Mary Energy Company | 10/01/2003 | | | 020314387 |
| LA0028-001-A003 | Live Oak | Vermilion | Vicki Ann M Custer | St. Mary Energy Company | 10/01/2003 | | | 020314387 |

Exhibit A-12

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Castex Lease No. | Field / Prospect | Parish | Lessor Name | Lessee Name | Lsc Date | Book | Page | Entry No. |
|------------------|---------------------------|-----------|---|----------------------------------|------------|-------|-------|------------|
| SM087001 | South Marsh Island Blk 87 | Vermilion | Bureau of Ocean Energy Management #OCSG 24870 | LLOG Exploration Offshore Inc. | 05/01/2003 | 02015 | 05028 | 2015005028 |
| VR252001 | Vermilion Blk 252 | Vermilion | Bureau of Ocean Energy Management #OCSG 05431 | Tenneco Oil Company | 07/01/1983 | 02015 | 05030 | 2015005030 |
| VR253001 | Vermilion Blk 253 | Vermilion | Bureau of Ocean Energy Management #OCSG 17912 | OEDC Exploration & Production LP | 07/01/1997 | 02015 | 05031 | 2015005031 |
| VR056001 | Vermilion Blk 56 | Vermilion | Bureau of Ocean Energy Management #OCSG 17888 | Zilkha Energy Company | 08/01/1997 | 02015 | 05029 | 2015005029 |

Exhibit A-13

*Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)*

#4885247

Well Listing

| Aries ID | FIELD | WELL | API | County/Parish | STATE | Interest Owner |
|------------|-----------------------------|------------------------|----------------|------------------|-------|------------------------------|
| O99CFH0Q1G | RICHIE | HAYES ESTATE #1 | 17001003310000 | Acadia | LA | Castex Energy Partners, L.P. |
| LAGIA1692F | WEST CAMERON BLK 077/096 | OCS G23740 #B2 | 17700412740000 | Cameron | LA | Castex Offshore, Inc. |
| K5IIMG6DGJ | WEST CAMERON BLK 077/096 | OCS G9387 #B1 | | Cameron | LA | Castex Offshore, Inc. |
| H5UKGG6PYL | RABBIT ISLAND | STATE LEASE 19022 #1 | 17045212600000 | Iberia | LA | Castex Energy Partners, L.P. |
| O9HKCGV8T4 | GREEN CANYON BLOCK 0137 | OCS G25118 #SS001 | 60811403920200 | Iberia | NG | Castex Offshore, Inc. |
| OB7DHPFL2V | GREEN CANYON BLOCK 0006 | OCS G28036 #SS001 | 60811405080400 | Iberia | NG | Castex Offshore, Inc. |
| O9HKCF1ES4 | GREEN CANYON BLOCK 0006 | OCS G28036 #SS001 | 60811405080400 | Iberia | NG | Castex Offshore, Inc. |
| G2MHBD10A8 | RABBIT ISLAND | SL 340 #10 | | Iberia & St Mary | LA | Castex Energy Partners, L.P. |
| H4JI5S44X3 | RABBIT ISLAND | SL 340 #101 TWIN | | Iberia & St Mary | LA | Castex Energy Partners, L.P. |
| H3TKQ2AH10 | RABBIT ISLAND | SL 340 #109 ATTIC | | Iberia & St Mary | LA | Castex Energy Partners, L.P. |
| H43L8RHD2D | RABBIT ISLAND | SL 340 #127 UPDIP | | Iberia & St Mary | LA | Castex Energy Partners, L.P. |
| NCKKAS00YX | RABBIT ISLAND | SL 340 #13 (#3 OFFSET) | | Iberia & St Mary | LA | Castex Energy Partners, L.P. |
| M48K1M5E4L | RABBIT ISLAND | SL 340 #14 | 17709202110000 | Iberia & St Mary | LA | Castex Energy Partners, L.P. |
| GC7HC946OB | RABBIT ISLAND | SL 340 #17 | | Iberia & St Mary | LA | Castex Energy Partners, L.P. |
| GC7HFL16YB | RABBIT ISLAND | SL 340 #17 | | Iberia & St Mary | LA | Castex Energy Partners, L.P. |
| G9SKDP4DAF | RABBIT ISLAND | SL 340 #216 ST | | Iberia & St Mary | LA | Castex Energy Partners, L.P. |

| Aries ID | FIELD | WELL | API | County/Parish | STATE | Interest Owner |
|------------|-----------------|-----------------------------------|----------------|------------------|-------|------------------------------|
| NCKGJJO8ZL | RABBIT ISLAND | SL 340 #83 OFFSET | | Iberia & St Mary | LA | Castex Energy Partners, L.P. |
| H3UTT8TH2P | RABBIT ISLAND | SL 340 #93 UPDIP | | Iberia & St Mary | LA | Castex Energy Partners, L.P. |
| P8TGACQE1O | GOLDEN MEADOW | EDISON PITRE #1 ST (LL&E #236 ST) | 17057230900000 | Lafourche | LA | Castex Energy Partners, L.P. |
| PBAHD6L42K | GOLDEN MEADOW | EDISON PITRE #1 ST (LL&E #236 ST) | 17057230900000 | Lafourche | LA | Castex Energy Partners, L.P. |
| J1SHJDPONG | JOE McHUGH | GROS CYPRESS #1 | | Lafourche | LA | Castex Energy Partners, L.P. |
| M84IQPHIUE | LAKE ENFERMER | HARRISON #1 (BADGER) | | Lafourche | LA | Castex Energy Partners, L.P. |
| M84ITIBHKE | LAKE ENFERMER | HARRISON #1 (BADGER) | | Lafourche | LA | Castex Energy Partners, L.P. |
| M84J1TJ597 | LAKE ENFERMER | HARRISON #1 (BADGER) | | Lafourche | LA | Castex Energy Partners, L.P. |
| M84IBTVIHB | LAKE ENFERMER | HARRISON #2 (BADGER) | | Lafourche | LA | Castex Energy Partners, L.P. |
| M84J31FEXG | LAKE ENFERMER | HARRISON #2D (BADGER) | | Lafourche | LA | Castex Energy Partners, L.P. |
| O35J0ON1ZI | BAYOU FER BLANC | LAFOURCHE REALTY #13-1 | | Lafourche | LA | Castex Energy Partners, L.P. |
| O35K41B8YN | BAYOU FER BLANC | LAFOURCHE REALTY 23 #1 | | Lafourche | LA | Castex Energy Partners, L.P. |
| O35K4M7DZN | BAYOU FER BLANC | LAFOURCHE REALTY 23 #1 | | Lafourche | LA | Castex Energy Partners, L.P. |
| M97KN2CLXW | BAYOU FER BLANC | LAFOURCHE REALTY 23 #1 | | Lafourche | LA | Castex Energy Partners, L.P. |
| O35K0KF34N | BAYOU FER BLANC | LAFOURCHE REALTY 23 #1 | | Lafourche | LA | Castex Energy Partners, L.P. |
| O4NJPSTB1V | BAYOU FER BLANC | LAFOURCHE REALTY 23 #1 | | Lafourche | LA | Castex Energy Partners, L.P. |
| M97KIQDJY | BAYOU FER BLANC | LAFOURCHE REALTY 23 #1 | | Lafourche | LA | Castex Energy Partners, L.P. |
| O35K05385N | BAYOU FER BLANC | LAFOURCHE REALTY 23 #1 | | Lafourche | LA | Castex Energy Partners, L.P. |
| J59BN3BG00 | LAKE ENFERMER | LAFOURCHE REALTY COMPANY "A" #2 | 17057221770000 | Lafourche | LA | Castex Energy Partners, L.P. |

Exhibit A-15

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Aries ID | FIELD | WELL | API | County/Parish | STATE | Interest Owner |
|------------|-------------------------|--------------------------------------|----------------|---------------|-------|------------------------------|
| O37KDO08D4 | GOLDEN MEADOW | LL&E #240 | 17057231210000 | Lafourche | LA | Castex Energy Partners, L.P. |
| L6SH62U3LF | GOLDEN MEADOW | LL&E #240 | | Lafourche | LA | Castex Energy Partners, L.P. |
| I8RLPMHKY1 | GOLDEN MEADOW | LL&E #240 | 17057231210000 | Lafourche | LA | Castex Energy Partners, L.P. |
| L6SH1DA22F | GOLDEN MEADOW | LL&E #240 | | Lafourche | LA | Castex Energy Partners, L.P. |
| O6RMBIB16S | GOLDEN MEADOW | LL&E #241 | 17057231350000 | Lafourche | LA | Castex Energy Partners, L.P. |
| M9RF0RV82R | GOLDEN MEADOW | LL&E #242 | | Lafourche | LA | Castex Energy Partners, L.P. |
| IC7FJF8GX | GOLDEN MEADOW | LL&E #255 section 71-1 | | Lafourche | LA | Castex Energy Partners, L.P. |
| NB6LB0MBR8 | GOLDEN MEADOW | LL&E #258 (SL 19531 #1 ACCEL) | | Lafourche | LA | Castex Energy Partners, L.P. |
| B5CDTCCG00 | CHACHAHOULA | ROGERS 2-ST (fka LR&P #17) | | Lafourche | LA | Castex Energy Partners, L.P. |
| I8RLPJDMX1 | GOLDEN MEADOW | SL 19531 #1 | 17057231170000 | Lafourche | LA | Castex Energy Partners, L.P. |
| M68I10A02J | SOUTH TIMBALIER BLK 127 | SOUTH TIMBALIER 127 A-1 | | Lafourche | LA | Castex Offshore, Inc. |
| O3DK5SA8Z2 | SOUTH TIMBALIER BLK 127 | SOUTH TIMBALIER 127 A-1 | | Lafourche | LA | Castex Offshore, Inc. |
| N8OF96AHEW | SOUTH TIMBALIER BLK 127 | SOUTH TIMBALIER 127 A-2 ACCELERATION | | Lafourche | LA | Castex Offshore, Inc. |
| NAGGE34126 | SOUTH PASS BLK 40 | SL 21048 1 N HARWICH | | Plaquemines | LA | Castex Energy Partners, L.P. |
| LBUFIGEL40 | MAIN PASS BLK 041/59 | MP 59 I-#1 | 17725408690000 | St. Bernard | US | Castex Offshore, Inc. |
| M6RF9KBK5C | MAIN PASS BLK 041/59 | MP 59 I-#2 | 17725408750000 | St. Bernard | US | Castex Offshore, Inc. |
| JA8EPIQANH | BOUTTE | SIMONEAUX #3-ST2 | | St. Charles | LA | Castex Energy Partners, L.P. |

Exhibit A-16

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Aries ID | FIELD | WELL | API | County/Parish | STATE | Interest Owner |
|------------|-----------------|---------------------------|----------------|---------------|-------|------------------------------|
| IAHFBM45X3 | BOUTTE | SIMONEAUX #4 | | St. Charles | LA | Castex Energy Partners, L.P. |
| ICJH020SSW | BOUTTE | SIMONEAUX #4 | | St. Charles | LA | Castex Energy Partners, L.P. |
| ICJH04JUTW | BOUTTE | SIMONEAUX #4 | | St. Charles | LA | Castex Energy Partners, L.P. |
| ICJH0T2JRW | BOUTTE | SIMONEAUX #4 | | St. Charles | LA | Castex Energy Partners, L.P. |
| N2GHFC5E3I | LAKE SALVADOR | SL 19201 & FACILITY | 17089206310000 | St. Charles | LA | Castex Energy Partners, L.P. |
| O3IKIKET1E | LAKE SALVADOR | SL 19774 #1 | 17089206410000 | St. Charles | LA | Castex Energy Partners, L.P. |
| P51GI3R945 | LAKE SALVADOR | SL 19774 #2 | | St. Charles | LA | Castex Energy Partners, L.P. |
| NB2HAP12ZS | LAKE SALVADOR | SL 19774 #2D | 17089206550000 | St. Charles | LA | Castex Energy Partners, L.P. |
| O5KLNMD1AL | LAKE SALVADOR | SL 19774 #3 | 17089206410000 | St. Charles | LA | Castex Energy Partners, L.P. |
| O5KM17VA77 | LAKE SALVADOR | SL 19774 #3 | | St. Charles | LA | Castex Energy Partners, L.P. |
| NB2GJAFGYA | LAKE SALVADOR | SL 19774 #3: | 17089206560000 | St. Charles | LA | Castex Energy Partners, L.P. |
| O53IHLWDQE | LAKE SALVADOR | SL 19774 #3D | 17089206560000 | St. Charles | LA | Castex Energy Partners, L.P. |
| OAHL6FKO35 | LAKE SALVADOR | SL 20643 #1 ALT BP1 | 17089206580000 | St. Charles | LA | Castex Energy Partners, L.P. |
| P41LR5N31W | LAKE SALVADOR | SL 20850 #1A | | St. Charles | LA | Castex Energy Partners, L.P. |
| P41LR9N12W | LAKE SALVADOR | SL 20850 #2A | | St. Charles | LA | Castex Energy Partners, L.P. |
| HC8L11N1XM | JEANERETTE | ADELINE SUGAR INV CORP #1 | 17101223020000 | St. Mary | LA | Castex Energy Partners, L.P. |
| I8SF4II3AD | JEANERETTE | ADELINE SUGAR INV CORP #1 | | St. Mary | LA | Castex Energy Partners, L.P. |
| JA6MK775T0 | JEANERETTE | ADELINE SUGAR INV CORP #4 | | St. Mary | LA | Castex Energy Partners, L.P. |
| O5JH4SOU6W | ATCHAFALAYA BAY | CO4 SL 20221 #1 | 17101224020000 | St. Mary | LA | Castex Energy Partners, L.P. |

Exhibit A-17

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Aries ID | FIELD | WELL | API | County/Parish | STATE | Interest Owner |
|------------|-----------------------|------------------|----------------|---------------|-------|------------------------------|
| O5JHF5TSI8 | ATCHAFALAYA BAY | CO4 SL 20221 #2 | 1710122444 | St. Mary | LA | Castex Energy Partners, L.P. |
| O5KCQTUQI8 | ATCHAFALAYA BAY | CO4 SL 20369 #2 | | St. Mary | LA | Castex Energy Partners, L.P. |
| M6RFL409FQ | ATCHAFALAYA BAY | CO5 SL 20369 #1 | 17101224130000 | St. Mary | LA | Castex Energy Partners, L.P. |
| N7AJ7G8D7V | ATCHAFALAYA BAY | CO5 SL 20369 #3 | | St. Mary | LA | Castex Energy Partners, L.P. |
| LAR0MMHEFQ | ATCHAFALAYA BAY | CO6 SL 20221 #1 | 17101224020000 | St. Mary | LA | Castex Energy Partners, L.P. |
| M68FBLR6EN | ATCHAFALAYA BAY | CO6 SL 20369 #2 | | St. Mary | LA | Castex Energy Partners, L.P. |
| N13K5SOE4V | ATCHAFALAYA BAY | CO7 SL 20221 #2 | 1710122444 | St. Mary | LA | Castex Energy Partners, L.P. |
| PATFQNK51A | JEANERETTE | JEANERETTE DEEP | | St. Mary | LA | Castex Energy Partners, L.P. |
| PARFCH6KO0 | JEANERETTE | JEANERETTE DEEP | | St. Mary | LA | Castex Energy Partners, L.P. |
| O89IJ9PDBM | PT CHEVREUIL | SL 20878 #2 | 1710122494 | St. Mary | LA | Castex Energy Partners, L.P. |
| O4ULTB25HG | EUGENE ISLAND BLK 018 | SL 20533 1 | | St. Mary | LA | Castex Offshore, Inc. |
| O4TKTL6EZJ | EUGENE ISLAND BLK 018 | SL 20534 1 | | St. Mary | LA | Castex Offshore, Inc. |
| O3FEA4SUNF | EUGENE ISLAND BLK 018 | SL 21122 1 | | St. Mary | LA | Castex Offshore, Inc. |
| LBJLS020L7 | LAKE PAGIE | ALMI B-6 | | Terrebonne | LA | Castex Energy Partners, L.P. |
| L1DK5QC0QO | DEER ISLAND WEST | CL&F #4 12800' A | | Terrebonne | LA | Castex Energy Partners, L.P. |
| O7ID17F3FX | DEER ISLAND WEST | CL&F #5 12300' | | Terrebonne | LA | Castex Energy Partners, L.P. |
| P4PIFMAR1C | DEER ISLAND WEST | CL&F #5 12400' | | Terrebonne | LA | Castex Energy Partners, L.P. |
| P4PIGDTG2C | DEER ISLAND WEST | CL&F #5 12500' | | Terrebonne | LA | Castex Energy Partners, L.P. |
| O7ID15F1EX | DEER ISLAND WEST | CL&F #5 12600' | | Terrebonne | LA | Castex Energy Partners, L.P. |

Exhibit A-18

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Aries ID | FIELD | WELL | API | County/Parish | STATE | Interest Owner |
|------------|------------------|-----------------------------|----------------|---------------|-------|------------------------------|
| L1KFPNWS2E | DEER ISLAND WEST | CL&F #5 12800' A | | Terrebonne | LA | Castex Energy Partners, L.P. |
| L1KFO3AK1E | DEER ISLAND WEST | CL&F #5 12800' B | | Terrebonne | LA | Castex Energy Partners, L.P. |
| P4PITLVS16 | DEER ISLAND WEST | CL&F #5 12800' UPPER | | Terrebonne | LA | Castex Energy Partners, L.P. |
| L1KFQ1HQ36 | DEER ISLAND WEST | CL&F #7 12800' C | | Terrebonne | LA | Castex Energy Partners, L.P. |
| L1LL221H1G | DEER ISLAND WEST | CL&F #7 12800' D | | Terrebonne | LA | Castex Energy Partners, L.P. |
| P4SE8RQP1K | DEER ISLAND WEST | CL&F #7 12800' E | | Terrebonne | LA | Castex Energy Partners, L.P. |
| P4SEA66H2L | DEER ISLAND WEST | CL&F #7 12800' F | | Terrebonne | LA | Castex Energy Partners, L.P. |
| J27JL5UOIJ | DEER ISLAND WEST | CL&F 25-1 | 17109241540000 | Terrebonne | LA | Castex Energy Partners, L.P. |
| O7IDNLF2VK | DEER ISLAND WEST | CL&F FB-B 12600' | | Terrebonne | LA | Castex Energy Partners, L.P. |
| O7ICOA5TGY | DEER ISLAND WEST | CL&F FB-B 12800 A | | Terrebonne | LA | Castex Energy Partners, L.P. |
| O7IDOGHBXK | DEER ISLAND WEST | CL&F FB-C 12600' | | Terrebonne | LA | Castex Energy Partners, L.P. |
| O7ICOD3UHY | DEER ISLAND WEST | CL&F FB-C 12800' A | | Terrebonne | LA | Castex Energy Partners, L.P. |
| O7ICPE9RJY | DEER ISLAND WEST | CL&F FB-C 12800' B | | Terrebonne | LA | Castex Energy Partners, L.P. |
| O7ICNP9RFI | DEER ISLAND WEST | CL&F FB-C 12800' C | | Terrebonne | LA | Castex Energy Partners, L.P. |
| O7ICQMHLLY | DEER ISLAND WEST | CL&F FB-C 12800' D | | Terrebonne | LA | Castex Energy Partners, L.P. |
| L72H3OX2H1 | LAPEYROUSE | HELLIER #1 (aka WURZLOW #2) | | Terrebonne | LA | Castex Energy Partners, L.P. |
| J6JI8B74YP | SUNRISE | ST MARTIN ET AL #2 | 17109241320000 | Terrebonne | LA | Castex Energy Partners, L.P. |
| IC7J5MWAT9 | SUNRISE | ST MARTIN ET AL #2-ST | | Terrebonne | LA | Castex Energy Partners, L.P. |
| IBRMLA2EE4 | SUNRISE | ST MARTIN ET AL #3 | | Terrebonne | LA | Castex Energy Partners, L.P. |

Exhibit A-19

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Aries ID | FIELD | WELL | API | County/Parish | STATE | Interest Owner |
|------------|-------------------------|--------------------------|----------------|---------------|-------|------------------------------|
| IC7IG84K99 | SUNRISE | ST MARTIN ET AL #3 | | Terrebonne | LA | Castex Energy Partners, L.P. |
| IC7IOE5TE9 | SUNRISE | ST MARTIN ET AL #3 | | Terrebonne | LA | Castex Energy Partners, L.P. |
| IBRMOICDI4 | SUNRISE | ST MARTIN ET AL #3 | | Terrebonne | LA | Castex Energy Partners, L.P. |
| L72HMIUGVV | LAPEYROUSE | WURZLOW #1-ST | | Terrebonne | LA | Castex Energy Partners, L.P. |
| L72HRALSJV | LAPEYROUSE | WURZLOW #1-ST | | Terrebonne | LA | Castex Energy Partners, L.P. |
| L72HOQGGPV | LAPEYROUSE | WURZLOW #1-ST | | Terrebonne | LA | Castex Energy Partners, L.P. |
| L72HD63R1W | LAPEYROUSE | WURZLOW #1-ST | | Terrebonne | LA | Castex Energy Partners, L.P. |
| P4UKASB81K | GREEN CANYON BLOCK 0243 | OCS G20051 #SS001ST6 | | Terrebonne | NG | Castex Offshore, Inc. |
| O9HKCG29U4 | GREEN CANYON BLOCK 0243 | OCS G20051 #SS002 | 60811403400000 | Terrebonne | NG | Castex Offshore, Inc. |
| O9HKCGXCW4 | GREEN CANYON BLOCK 0243 | OCS G20051 #SS004 | 60811404160000 | Terrebonne | NG | Castex Offshore, Inc. |
| O9HKCGWBV4 | GREEN CANYON BLOCK 0243 | OCS G20051 #SS005 | 60811404570100 | Terrebonne | NG | Castex Offshore, Inc. |
| K4GI3JV336 | SOUTH PELTO BLK 018 | SOUTH PELTO 18 #1 | | Terrebonne | LA | Castex Offshore, Inc. |
| O9REH3U32J | SOUTH PELTO BLK 018 | SOUTH PELTO 18 #1 ST | | Terrebonne | LA | Castex Offshore, Inc. |
| N16HHDK6AT | ST BLK 311 PROJECT AREA | SOUTH TIMBALIER 311 #3 | | Terrebonne | LA | Castex Offshore, Inc. |
| N3LJP97U1E | ST BLK 311 PROJECT AREA | SOUTH TIMBALIER 311 #3 | 1771640355 | Terrebonne | LA | Castex Offshore, Inc. |
| Q2BKRKIAFV | ST BLK 311 PROJECT AREA | SOUTH TIMBALIER 311 #A-1 | | Terrebonne | LA | Castex Offshore, Inc. |
| MBMH6CA0FJ | ST BLK 311 PROJECT AREA | SOUTH TIMBALIER 311 #A-1 | | Terrebonne | LA | Castex Offshore, Inc. |
| O5KKJRNA1V | ST BLK 311 PROJECT AREA | SOUTH TIMBALIER 311 #A-2 | | Terrebonne | LA | Castex Offshore, Inc. |

Exhibit A-20

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Aries ID | FIELD | WELL | API | County/Parish | STATE | Interest Owner |
|------------|-------------------------------|-----------------------|----------------|---------------|-------|---------------------------------|
| P59BS4K5D0 | SOUTH TIMBALIER BLK 072 | SOUTH TIMBALIER 72 #1 | | Terrebonne | LA | Castex Offshore, Inc. |
| L63J1S2IA5 | SHIP SHOAL BLK 189 | SS BLK 189 A-10 | | Terrebonne | LA | Castex Offshore, Inc. |
| I5ENRB5JAG | LIVE OAK | STOVALL #1 | | Vermillion | LA | Castex Energy Partners, L.P. |
| I5F05SBBDG | LIVE OAK | STOVALL #2 | 17113222410000 | Vermillion | LA | Castex Energy Partners, L.P. |
| J7EF5M75TS | LIVE OAK | STOVALL HEIRS #1 | | Vermillion | LA | Castex Energy Partners, L.P. |
| J7EF3FGA8U | LIVE OAK | STOVALL HEIRS #1 | | Vermillion | LA | Castex Energy Partners, L.P. |
| N23FHRO13T | LIVE OAK | STOVALL HEIRS #1-ST | | Vermillion | LA | Castex Energy Partners, L.P. |
| F691F0J86L | LIVE OAK | STOVALL HEIRS #1-ST | | Vermillion | LA | Castex Energy Partners, L.P. |
| K5FFHO6222 | VR 252/ SM 87 | A001-ST VR 252 | 1770640745 | Vermillion | LA | Castex Offshore, Inc. |
| NB5F74CT5I | VR 252/ SM 87 | A001-ST VR 252 | 1770640745 | Vermillion | LA | Castex Offshore, Inc. |
| K24JJSFP1B | VR 252/ SM 87 | A002 VR 252 | 17706407490001 | Vermillion | LA | Castex Offshore, Inc. |
| M67GEC7C1D | VR 252/ SM 87 | A002 VR 252 | 17706407490000 | Vermillion | LA | Castex Offshore, Inc. |
| M67FB4Q0II | VR 252/ SM 87 | A003 VR 252 | 17706407760000 | Vermillion | LA | Castex Offshore, Inc. |
| K2HN5E5Q1V | VR 252/ SM 87 | A004 VR 252 | 17706407770001 | Vermillion | LA | Castex Offshore, Inc. |
| K2HI6S6H60 | SOUTH MARSH ISLAND BLK 122 | G17942 A1-ST | 17708408520201 | Vermillion | LA | Castex Offshore, Inc. |
| M68C3C4LP6 | SOUTH MARSH ISLAND BLK 122 | G17942 A1-ST | 17708408830000 | Vermillion | LA | Castex Offshore, Inc. |
| K24JK0XGNB | SOUTH MARSH ISLAND BLK 122 | G17942 A2 | 17708408580000 | Vermillion | LA | Castex Offshore, Inc. |
| N2OCLAB21V | SOUTH MARSH ISLAND BLK 122 | G17942 A2-ST | 17708408580000 | Vermillion | LA | Castex Offshore, Inc. |
| M68BBCQI1J | SOUTH MARSH ISLAND BLK 122 | G17942 A3 ST | | Vermillion | LA | Castex Offshore, Inc. |
| MBB0AL76GA | VR 253 | H004 VR 253 | 17706408640008 | Vermillion | LA | Castex Offshore, Inc. |
| M4PF3ETP2R | VR 253 | H005-ST VR 253 | 17706409520001 | Vermillion | LA | Castex Offshore, Inc. |
| M4PD09DSSI | VR 253 | H005-ST VR 253 | 17706409520001 | Vermillion | LA | Castex Offshore, Inc. |

Exhibit A-21

Third Amendment and Supplement to
Mortgage Louisiana (Castex Offshore, Inc.)

| Artes ID | FIELD | WELL | API | County/Parish | STATE | Interest Owner |
|------------|--------------------------|------------------------|----------------|---------------|-------|-----------------------|
| M4PG3PAUTZ | VR 253 | H005-ST VR 253 | 17706409520001 | Vermillion | LA | Castex Offshore, Inc. |
| M4PGLC9SUJ | VR 253 | H006 VR 253 | 17706409520001 | Vermillion | LA | Castex Offshore, Inc. |
| M6GD7EMT18 | VR 253 | H007 VR 253 | 17706408590001 | Vermillion | LA | Castex Offshore, Inc. |
| LCGLHL1QPK | VR 252/ SM 87 | I-1 VR 252 | | Vermillion | LA | Castex Offshore, Inc. |
| LCGLIGDGQK | VR 252/ SM 87 | I-1 VR 252 (fka #5) | | Vermillion | LA | Castex Offshore, Inc. |
| L63KT9S56U | VR 252/ SM 87 | I-2 SM BLK 87 GAS CAP | | Vermillion | LA | Castex Offshore, Inc. |
| P9BLKOBEX | VR 252/ SM 87 | I-2 SM BLK 87 OIL | | Vermillion | LA | Castex Offshore, Inc. |
| L63KGMK2FB | VR 252/ SM 87 | I-3 VR BLK 271 GAS CAP | | Vermillion | LA | Castex Offshore, Inc. |
| P9BLA2IJKD | VR 252/ SM 87 | I-3 VR BLK 271 OIL | | Vermillion | LA | Castex Offshore, Inc. |
| LAGIA1HA3F | VERMILION BLK 056/076 | OCS G17888 #1 | 17705411120001 | Vermillion | LA | Castex Offshore, Inc. |
| LAIEHDNQ5Y | VERMILION BLK 056/076 | OCS G17888 #1 | 17705411120003 | Vermillion | LA | Castex Offshore, Inc. |

(End of Exhibit A)

ANNEX I

Third Amendment and Supplement to Mortgage, Assignment, Security Agreement,
Financing Statement and Fixture Filing, dated effective August 5, 2015,

from CASTEX OFFSHORE, INC., as Mortgagor

to BANK OF AMERICA, N.A., in its capacity as Administrative Agent, as Mortgagee

CERTIFICATE OF CORPORATE RESOLUTIONS

I, the undersigned, hereby certify that I am the Vice President of CASTEX OFFSHORE, INC., a Texas corporation (the "Corporation"), with offices at 333 Clay Street, Suite 2000, Houston, Texas 77002.

I further certify that attached hereto is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation in accordance with applicable law and the articles of incorporation and bylaws of the Corporation and that none of such resolutions have been rescinded, revoked, modified, or amended in any respect, and to all of such resolutions are in full force and effect on the date hereof.

IN WITNESS WHEREOF, I hereunto subscribe my name on this August 5, 2015.

By: _____

Name: Matthew T. Bregdon

Title: Vice President

**CASTEX OFFSHORE, INC.
WRITTEN CONSENT OF DIRECTORS
IN LIEU OF MEETING**

July 31, 2015

The undersigned persons, being all of the duly elected and incumbent directors of Castex Offshore, Inc., a Texas corporation (the "Corporation"), sign this instrument (whether by facsimile or other electronic signature or otherwise) in one or more counterparts, each of which shall be deemed an original, to evidence their consent effective July 31, 2015 (the "Effective Date") to the resolutions set forth below, with the same force and effect as if said resolutions had been adopted by unanimous vote at a duly called meeting of the directors of the Corporation, and otherwise to certify as follows.

WHEREAS the Corporation is an affiliate of Castex Energy Partners, L.P., a Texas limited partnership (the "Borrower" or the "Partnership"); and

WHEREAS the Borrower entered into that certain Second Amended and Restated Credit Agreement dated as of July 17, 2013, by and among (among others) the Borrower, the several banks and other financial institutions or entities from time to time parties thereto (collectively, the "Lenders"), Bank of America, N.A. as administrative agent (in such capacity, together with any successor(s) thereto in such capacity, the "Administrative Agent") and certain other parties (as heretofore amended or otherwise modified and as the same may be amended, modified, supplemented or restated from time to time, herein called the "Credit Agreement"; and defined terms used herein but not defined herein having the same meaning as in the Credit Agreement);

WHEREAS the Corporation holds certain interests in certain federal offshore leases as nominee and agent for the benefit of the Borrower and deems it in its best interest to grant one or more amendments to prior mortgages, deeds of trust and other security agreements granted by the Corporation (or a predecessor-in-title thereof) in favor of the Administrative Agent (or to another mortgagee and then later assigned or to be assigned in favor of the Administrative Agent) to add certain interests of the Corporation (the "Mortgage Amendments") to secure the indebtedness of the Borrower arising under the Credit Agreement, each other Loan Document and all other obligations of the Borrower and each other Loan Party arising in connection with the Credit Agreement, the Secured Hedge Agreements, the Secured Cash Management Agreements and each other Loan Document; and

WHEREAS it is a condition to the continuation of the Loans, and the making of additional Loans, under the Credit Agreement and the continued extension of financial accommodations under the Secured Hedge Agreements and the Secured Cash Management Agreements referred to above that the Corporation execute and deliver certain Mortgage Amendments;

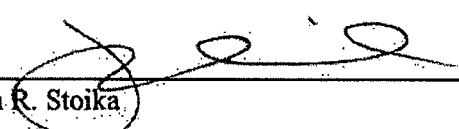
NOW, THEREFORE, IT IS HEREBY RESOLVED that any and all of Matthew T. Brogdon and each other officer of the Corporation (each, an "Authorized Person") are hereby authorized in the name and on behalf of the Corporation to (a) execute and deliver one or more Mortgage Amendments; (b) mortgage, pledge, assign, hypothecate, deliver or grant a security

interest in any or all of the assets and properties of the Corporation of any nature whatsoever, whether immovable or movable, corporeal or incorporeal, both now owned and hereafter acquired, together with all proceeds thereof, to the Administrative Agent or any trustee designated by the Administrative Agent (in such capacity, together with any substitute or successor(s) thereto in such capacity, the "Trustee") as security and collateral for any indebtedness or obligations of the Borrower and other Loan Parties to the Administrative Agent, any Lender, any Secured Party or the Trustee, all pursuant to such documents in such form, substance and content as any Authorized Person may deem necessary or appropriate; and (c) perform all acts and execute and deliver all instruments and other agreements which any Authorized Person shall deem necessary or appropriate from time to time in order to carry out the purposes of these resolutions, including without limitation supplemental or additional collateral documents encumbering assets and properties of the Corporation in favor of the Administrative Agent or Trustee; and

FURTHER RESOLVED, that the documents described above may contain a confession of judgment, pact de non alienando, authorization of executory process, waiver of appraisal, consent to private sale and other remedial clauses as determined by any Authorized Person or the Administrative Agent in its sole discretion.

(remainder of page intentionally blank; signature page follows)

WITNESS WHEREOF, we have caused this instrument to be duly executed (whether by facsimile or other electronic signature or otherwise) in one or more counterparts as of the Effective Date.

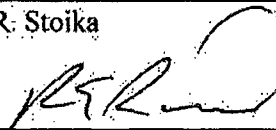


John R. Stoika

Ronald E. Rinard

WITNESS WHEREOF, we have caused this instrument to be duly executed (whether by facsimile or other electronic signature or otherwise) in one or more counterparts as of the Effective Date.

John R. Stoika



Ronald E. Rinard

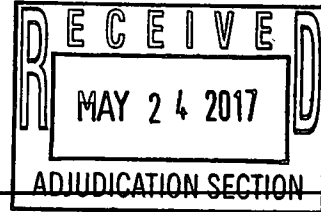
END OF EXHIBIT "A"

Iberia Parish Conformed Copy

Michael Thibodeaux
Iberia Parish Clerk of Court
P. O. Drawer 12010
New Iberia, LA 70562-2010
(337) 365-7282

Received From :

Attn: PARRISH MADONIA
CAPITOL CORPORATE SERVICES INC
8550 UNITED PLAZA BLVD, STE 305
BATON ROUGE, LA 70809



First DEBTOR

CASTEX OFFSHORE INC

Index Type : UNIFORM COMMERCIAL CODE

File Number : 2015-00003059

Type of Document : UCC-3 AMENDMENT

Recording Pages : 48

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Iberia Parish, Louisiana

On (Recorded Date) : 08/13/2015

At (Recorded Time) : 11:46:35AM



Doc ID - 008941460048

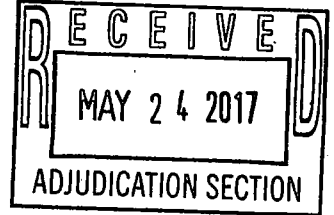
Return To :

COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) CAPITOL SERVICES, INC. |
| B. E-MAIL CONTACT AT FILER (optional) MEL.GLINA@BGLLP.COM |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) Return acknowledgment to: ★ Capitol Corporate Services, Inc. P.O. Box 82530 Baton Rouge, LA 70884 800/408-1262 |



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
23-09-3690 FILED ON 8/31/2009

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: This Change affects Debtor or Secured Party of record **AND** Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

| | | | |
|--------------------------|---------------------|-------------------------------|--------|
| 6b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|--------------------------|---------------------|-------------------------------|--------|

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

| | | | |
|--------------------------|----------------------------------|--|--------|
| 7b. INDIVIDUAL'S SURNAME | INDIVIDUAL'S FIRST PERSONAL NAME | INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|--------------------------|----------------------------------|--|--------|

| | | | | |
|---------------------|------|-------|-------------|---------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---------------------|------|-------|-------------|---------|

8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

ALL OF DEBTOR'S RIGHTS, TITLE AND INTERESTS IN, UNDER AND TO THE MORTGAGED PROPERTY (INCLUDING THE SUPPLEMENTAL MORTGAGED PROPERTY) EACH AS DEFINED IN AND MORE FULLY DESCRIBED BY THAT CERTAIN THIRD AMENDMENT AND SUPPLEMENT TO MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN FOR ALL PURPOSES.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT

OR

| | | | |
|--------------------------|---------------------|-------------------------------|--------|
| 9b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
|--------------------------|---------------------|-------------------------------|--------|

10. **OPTIONAL FILER REFERENCE DATA:**
060877.091247 - LA - IBERIA PARISH